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STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement: Local Health Department
Illinois Tobacco-Free Communities – Category III

The Illinois Department of Public Health, Office of Health Promotion, 535 West Jefferson Street, Springfield, Illinois, 62761, or its successor, hereinafter referred to as the “Department“, and **Vermillion County Health Department**, 200 South College, Danville, Illinois, 61832, hereinafter referred to as the “Grantee”, hereby agree as follows:

1. **Services:** The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant agreement.
 - 1.1 The Grantee will conduct an Illinois Tobacco-Free Communities (ITFC) Program as described in the approved or revised Community Intervention Plan (CIP), currently on file with the Department. The Grantee agrees to develop and implement a comprehensive program to fulfill objectives and strategies that address a minimum of one goal area, specifically: a) prevent the initiation of tobacco use among young people; b) eliminate exposure to secondhand smoke; c) promote tobacco-use cessation among youth and adults; and/or d) identify and eliminate tobacco-related disparities among specific population groups.
 - 1.2 The grantee is required to convene or participate in a coalition group to identify tobacco prevention and control needs within the community and develop objectives to reach target groups.
 - 1.3 Category III grantees must staff this program at the equivalent of one quarter time Full Time Employee (FTE). The 25% FTE may be divided among multiple staff. It is recommended that the lead staff person have at least an undergraduate degree in Health Education, and/or Certified Health Education Specialist (CHES) and two years experience in tobacco prevention and control.
 - 1.4 In addition to the activities listed in section 1.2, the Grantee shall conduct the following required activities:
 - 1.4.1 The Grantee must continue to enforce the Smoke-free Illinois Act through coordination with local law enforcement, and other enforcing agencies

(including the State's Attorney, as necessary). The enforcement activities could include educating the public, coalitions, and businesses. Additionally, enforcement includes letters and fines for violations, and meetings held with other enforcing agencies to coordinate efforts.

- 1.4.2 The Grantee must promote the Illinois Tobacco Quitline (1-866-Quit-Yes/1-866-784-8937) in their jurisdiction. As part of that promotion effort, the Grantee must provide the American Lung Association of Illinois/Iowa and the Department with a current listing of cessation classes and resources offered in their jurisdiction on an ongoing basis.
- 1.4.3 The Grantee shall provide to the Department any proposed, newly enacted, or revised tobacco-related ordinances within their jurisdiction during FY10.
- 1.5 As requested by the Department, the Grantee must be able to document that it is working to coordinate tobacco settlement projects/activities in its jurisdiction with others implemented by either the Department, and/or The Illinois Liquor Control Commission, and/or the Office of the Attorney General of Illinois, in such a manner as to prevent duplication of tobacco prevention services.
- 1.6 The Grantee must designate, in its CIP application, a lead contact person on staff for all tobacco interventions in the jurisdiction. Grantee must also notify the department in writing of any changes in that staff designation.
- 1.7 The Grantee must designate, at a minimum, one person to attend all Department mandated conferences, trainings, and other required meetings. If that person is not the lead contact person, the Grantee must, if requested by the Department, provide justification for the substitution.
- 1.8 The Grantee must report performance relative to each program objective listed in the approved CIP using standardized reporting forms developed by the Department. These reports are to be submitted semi-annually during the grant period unless otherwise stipulated in writing by the Department. Reports must be submitted within the first 15 calendar days following the end of the semi-annual period (i.e., January 15th and July 15th). If that date is a weekend or holiday, the reports are due the next working day.
- 1.9 The Grantee acknowledges that they must expend funds in accordance with the budget approved by the Department, and in line with the line item categorical amounts approved in that budget. The budget is recited herein or attached hereto and fully incorporated herein. If changes in line items of the approved budget are necessary, the grantee must submit a budget adjustment request in writing on approved Department forms, for approval by the ITFC staff; prior to making any of the requested expenditure changes. Revision requests **MUST** be in writing and **MUST** be received by the Department no later than April 15, 2010. Requests received after that date will not be processed.
- 1.10 The Grantee is expected to contact IDPH/ITFC staff when difficulties implementing the CIP occur or when there is a need to revise the approved CIP's activities. If grant deliverables, including submission of progress reports are not submitted in a timely manner, the Department may withhold reimbursement of funds until such deliverables are submitted.
- 1.11 The Grantee, and all of its subsequent subcontractors, acknowledges that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright of any and all works created, produced, or developed under this grant agreement, whether published or unpublished. The Basic Terms and Conditions herein attached to this agreement specify the copyright and

ownership of materials language.

- 1.12 All brochures, booklets, flyers, journal articles, programs, advertisements (including print and out-of-home), multimedia presentations, videos, and any other printed or electronic materials (including, but not limited to Web sites) developed by the local health departments with funds from this grant must be forwarded to the Department, no later than six weeks prior to the intended distribution, for approval from the Department and must include the following wording:

"This project was made possible by funds received from the Illinois Department of Public Health."

Media messages developed and distributed for use by the CDC do not require pre-approval by the Department. However, they must include the tagline regarding the funding source.

- 1.13 In connection with services described in 1.1 through 1.12, the Department will pay the Grantee pursuant to Section 3 herein.

2. **Term:** The period of this grant agreement is July 1, 2009 through June 30, 2010; however, it may be terminated at any time during this period by either party upon written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination, the Grantee shall be paid for work satisfactorily completed prior to the date of termination.

3. **Compensation:**

- 3.1 The grant amount shall not exceed a maximum amount of \$20,000.00. One half (50%) of the grant amount \$10,000.00, shall be paid on execution. The grantee is required to submit reimbursement documentation showing how this first half was expended. Upon documentation of first half expenditure, the remaining portion will be distributed on a reimbursement basis only.

- 3.1.1 The Grantee shall submit all required documentation to the following address:

Illinois Department of Public Health
Office of Health Promotion, 2nd floor
535 West Jefferson Street
Springfield, IL 62761
Attention: Reimbursement Certification

- 3.1.2 The Grantee shall use the Department's Reimbursement Certification Form or a reasonable facsimile to request reimbursement.
- 3.1.3 Reimbursement Certification Forms must be submitted on a monthly basis on or before the 15th of the following month for which the expenditures were incurred.
- 3.1.4 The final request for reimbursement shall be submitted within 30 days after the end of the grant period. The Department may not be able to process reimbursement requests received more than 30 days after the end of the grant period due to the close of the appropriation lapse period.
- 3.1.5 Any grant funds held by the Grantee at the end of the grant agreement period which remain unspent or undocumented shall be returned to the Department within 30 days after the end of the grant agreement period.

3.2 Any and all obligations of the Department will cease immediately without penalty of further payment or any other penalty being required if the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this grant agreement.

4. **Notices:** All legal notices required or desired to be made by either party to this grant agreement shall be sent by certified mail return receipt requested to the following respective addresses or to such other address as either party may from time to time designate by notice to the other party.

To the Department: Illinois Department of Public Health
Office of Health Promotion
535 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: George Dirks, Grants Manager

To the Grantee: Mr. Stephen E. Laker, M.S., L.E.H.P.
Public Health Administrator
Vermillion County Health Department
200 South College
Danville, Illinois 61832

5. **Taxpayer Identification Number:**

Social Security Number _____

or

Employer Identification Number 37-6002224

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership/Legal Corporation

Estate or trust

Tax-exempt

Pharmacy (Non-Corp.)

Corporation providing or billing
medical and/or health care services

Pharmacy/Funeral Home/Cemetery
(Corp.)

Corporation NOT providing or billing
medical and/or health care services

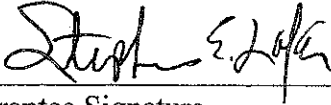
Limited Liability Company (select
applicable tax classification.)

Other: _____

- D = disregarded entity
- C = corporation
- P = partnership

6. **Basic Grant Terms:** The parties understand and agree that the attached Basic Grant Terms are fully incorporated herein by reference and are binding upon both parties hereto.

For the Grantee:



Grantee Signature

Stephen E. Laker
Typed Name

Public Health Administrator
Title

DATE: 10/28/09

111149-00
Illinois Department of Human Rights
Number (if applicable)

For the Department:



Damon T. Arnold, M.D., M.P.H.
Director



Recommended by :

11/9/09

Execution Date

RECEIVED IDPH
OFFICE OF
HEALTH PROMOTION
2009 OCT 30 A 11:19

BASIC GRANT TERMS: LOCAL HEALTH DEPARTMENT

1. **Applicable Law**: This grant agreement shall be governed in all respects by the laws of the State of Illinois and is subject to the limitations of the Department's appropriated funds. Further, the provisions of these basic terms also parallel the sound policy of the referenced laws concerning agreements, other than grants, with the State. If any provision of this grant agreement is in conflict with any statute, law, or rule of any governmental entity, then that conflicting provision shall be deemed null and void only to the extent of the conflict and without invalidating the remaining provisions of the grant agreement.
2. **Subcontractor**: The Grantee will not use the services of a subcontractor to fulfill any obligations under this grant agreement without the prior written consent of the Department. The Department reserves the right to review all subcontracts.
3. **Audit Requirements**
 - 3.1 The Grantee is responsible for meeting the audit requirements of the Fiscal Control and Internal Auditing Act, 30 ILCS 10/Act, and for compliance with the federal OMB Circular A-133 to contract with an independent accounting firm to perform an organization-wide audit. The Grantee will provide a copy of the audit to the Department. The Grantee will maintain complete records of all services, receipts, and disbursements relative to this grant agreement, insofar as these records support the audit.
 - 3.2 In addition to other requirements within the grant agreement, the Grantee shall maintain for a minimum of 3 years after the completion of this grant agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this grant agreement; the Grantee agrees that the grant agreement and all books, records, and supporting documents related to the grant shall be available for review and audit by the Department or the Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Department or the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the grant agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

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4. **Conditions:** Conditions of this grant agreement, if any, are attached to the agreement and incorporated within the agreement as Appendix A. No payment shall be made by the Department to the Grantee until all conditions specified in Appendix A have been satisfied.
5. **Work Product:** All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Department, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Department in a separate agreement.
6. **Release of Information:** The Grantee shall not publish, disseminate, or otherwise release any information acquired or produced pursuant to this grant without prior review and written approval by the Department.
7. **Health Insurance Portability and Accountability Act Compliance:** Grantee shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to statute, 42 USC 132d, and applicable regulations, 45 CFR 160, 162, and 164, as may be promulgated or amended over time.
8. **Confidentiality:** The Grantee agrees to protect from any and all disclosure all information that identifies or could lead to the identity of recipients of services provided pursuant to this grant. If the Grantee receives a request for information that may identify an individual, the Grantee shall notify the Department immediately. A request for information includes a subpoena, court order, Freedom of Information Act request, or a request from a researcher. Any issue of whether the information is or may be identification information shall be resolved by the Department.
9. **Certifications:**
 - 9.1 Grantee, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Grant.
 - 9.2 Grantee is not in default on an educational loan (5 ILCS 385/3).
 - 9.3 Grantee has informed the director of the Agency/Grantor in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made

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without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Grantee has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that Grants in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).

- 9.4 Grantee has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
- 9.5 If Grantee has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).
- 9.6 If Grantee, or any officer, director, partner, or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Grantee further certifies that it is not barred from being awarded a Grant and acknowledges that the Granting State Agency/Grantor shall declare the Grant void if this certification is false (**30 ILCS 500/50-10.5**).
- 9.7 Grantee and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the Granting State Agency/Grantor may declare the Grant void if this certification is false (**30 ILCS 500/50-11**) or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).
- 9.8 Grantee and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (**30 ILCS 500/50-12**) and acknowledge that failure to comply can result in the Grant being declared void.
- 9.9 Grantee certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a Grant. If the State later determines that this certification was falsely made by the Grantee, the Grantee acknowledges that the Granting State Agency/Grantor may declare the Grant void. (**30 ILCS 500/50-14**).
- 9.10 Grantee has not paid any money or valuable thing to induce any person to refrain from bidding on a State Grant, nor has Grantee accepted any money or other valuable

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- thing, or acted upon the promise of same, for not bidding on a State Grant (30 ILCS 500/50-25).
- 9.11 Grantee is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 9.12 Grantee will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 9.13 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 9.14 Grantee will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Grant. This certification applies to Grants of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- 9.15 Neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Grants that exceed \$10,000 (30 ILCS 582).
- 9.16 Grantee has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
- 9.17 Grantee complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 9.18 Grantee does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 9.19 Grantee complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Grant have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).

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- 9.20 Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Grant have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 9.21 Grantee certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 9.22 Grantee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with **Executive Order No. 1 (2007)**. The Order generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 9.23 Grantee has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Grantee from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Grantee's obligation under this Contract. Grantee shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Grantee or the Contract, Grantee certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule.
10. **Conflict of Interest:** The Grantee agrees to comply with Section 50-13 of the Illinois Procurement Code prohibiting conflicts of interest, 30 ILCS 500/50-13.
11. **Unlawful Discrimination:**
- 11.1 The Grantee agrees to act in conformity with Article 2 of the Illinois Human Rights Act, 775 ILCS 5/Art. 2 and with Appendix A of the Procedures Applicable to All Agencies, 44 Ill.Admin.Code 750. APP. A.

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11.2 The Grantee agrees to comply with the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the American with Disabilities Act, 42 U.S.C. 12101 *et seq.* and accompanying rules 28 CFR 35.130, and all other federal and State of Illinois laws, regulations, or orders that prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Grantee certifies that it will provide to the Department prior to executing the grant the most recent Equal Employment Opportunity Policy Statement, Annual Affirmative Action Plan and Workforce Analysis Summary as required to ensure compliance with Federal and State Civil Rights and the Americans with Disabilities Act of 1990.

12. **Fiscal Responsibility:**

12.1 The Department may use the to determine if any State Agency is attempting to collect debt from the grantee according to Section 5 of the Illinois State Collection Act of 1986, 30 ILCS 210/5.

12.2 The Grantee certifies that it, or any affiliate, is not barred from being awarded a contract or grant under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract or grant with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract or grant with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Grantee further acknowledges that the contracting State agency may declare the grant void if this certification is false or if the Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant.

13. **Liability:** The Department assumes no liability for actions of the grantee under this agreement, including, but not limited to, the negligent acts and omissions of grantee's agents, employees, and subcontractors in their performance of the grantee's duties as described under this Agreement. To the extent allowed by law, the grantee agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the grantee, with the exception of acts performed in conformance with an explicit, written directive of the Department.

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14. **Insurance:** If the Grantee's cost of property and casualty insurance increases by 25% or more or if new state regulations impose additional costs to the Grantee during the term of this grant agreement, then the Grantee may request the Department to review this grant agreement and adjust the compensation or reimbursement provisions in the agreement under any Agreement reached, which provisions are subject to the limitations of the Department's appropriated funds. The Grantee agrees to comply with the requirements of the Department of Central Management Services in Government Contracts, Procurement, and Property Management set out in Title 44 of the Illinois Administrative Code.
15. **Waiver:** No delay or omission by any party in exercising any right, power, or privilege under this agreement shall impair that right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of that right, power, or privilege, or the exercise of any other right, power or privilege.
16. **Amendments:** This grant agreement may not be amended without prior written approval of both the Grantee and the Department.
17. **Assignment:** The Grantee understands and agrees that this grant agreement may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this grant agreement null, void, and of no further effect.
18. **Civil Law Suits:** This grant agreement is not subject to the State Employees Indemnification Act, 5 ILCS 350/Act.
19. **Solicitation and Employment:** The Grantee shall not employ any person employed by the Department at any time during the term of this grant to perform work required by the terms of this grant. As a condition of this grant, the Grantee shall give written notice immediately to the Department's Director if Grantee solicits or intends to solicit for employment any of the Department's employees during the term of this grant.
20. **Default:** If the Grantee breaches any material term, condition, or provision of this grant agreement, the Department may, upon 15 days prior written notice to the Grantee, cancel this grant agreement. In the event of any wrongdoing or illegal act by the Grantee, the grant agreement is immediately terminable by the Department. This remedy shall be in addition to any other remedies available to the Department in law or in equity.
21. **Further Assurances:** Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments, as any party may reasonably request of the other, to carry out the provisions and purposes of this grant agreement or any agreements related to this agreement.

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22. **Funds Remaining:** All funds remaining at the end of the grant agreement or at the expiration of the period of time that the grant funds are available for expenditure or obligation by the Grantee shall be returned to the Department within 45 days after notification by the Department under Section 5 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/5.
23. **Controlling Terms:** In the event of any conflict amongst the agreement, Basic Terms Form D, and the terms of any appendix, exhibit, or other attachment or matter incorporated or referenced within the agreement, the Basic Terms of this Form D shall be controlling.
24. **Headings:** The headings of the sections and paragraphs are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this grant agreement.
25. **Entire Agreement:** The Department and Grantee understand and agree that this grant agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited or incorporated within this agreement, including prior Agreements or oral discussions not incorporated within this agreement, shall be binding upon either the Grantee or the Department.

. End .