

**INTER-GOVERNMENTAL AGREEMENT**



**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF PUBLIC HEALTH  
AND  
VERMILION COUNTY HEALTH DEPARTMENT**

The Illinois Department of Public Health (Grantor), with its principal office at Office of Health Protection, 525 W. Jefferson St., 2nd Floor, Springfield, IL 62761, and VERMILION COUNTY HEALTH DEPARTMENT (Grantee), with its principal office at 200 A. COLLEGE ST., SUITE A, DANVILLE, IL 61832 and payment address (if different than principal office) at 200 A. COLLEGE ST., SUITE A, DANVILLE, IL 61832, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS  
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE 1  
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

- 1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 789681158 is Grantee's correct DUNS number, that 37-6002224 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a Governmental.  
If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.
- 1.2. Amount of Agreement. Grant Funds shall not exceed \$364,202.59, of which \$364,202.59 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is 6NU50CK000559-01-08, the federal awarding agencies are U.S. Centers for Disease Control and Prevention and U.S. Department of the Treasury, and the Federal Award dates are 05/19/2020 and 03/27/2020. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Names are Epidemiology and Laboratory Capacity for Infectious Diseases (ELC) and Coronavirus Relief Funds and Numbers are 93.323. and 21.019. The Catalog of State Financial Assistance (CSFA) Number is

482-00-2426. The State Award Identification Number is 05180188H.

- 1.4. Term. This Agreement shall be effective on June 1, 2020 and shall expire on May 31, 2021, unless terminated pursuant to this Agreement.
- 1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
- 1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Illinois Department of Public Health**

**VERMILION COUNTY HEALTH DEPARTMENT**

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

Signature of Director: Ngozi O. Ezike, MD

By : Douglas Toole

Signature of Authorized Representative

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

Signature of Designee

Date : \_\_\_\_\_

Printed Name : Ngozi O. Ezike, M.D.

Printed Title : Director of Public Health

Designee

Date : 8/4/2020

Printed Name : Douglas Toole

Printed Title : Public Health Administrator

E-mail : dtoole@vchd.org

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

Signature of First Other Approver, if Applicable

Date : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Printed Title : \_\_\_\_\_

Other Approver

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

Signature of Second Other Approver, if Applicable

Date : \_\_\_\_\_

Printed Name : \_\_\_\_\_

Printed Title : \_\_\_\_\_

Second Other Approver

**ARTICLE II**  
**REQUIRED REPRESENTATIONS**

**2.1. Standing and Authority.** Grantee warrants that:

- (a) Grantee is validly existing and in good standing, if applicable under the laws of the state in which it was incorporated, organized or created.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

**2.2. Compliance with Internal Revenue Code.** Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

**2.4. Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

**2.5. Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

## ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Consolidated Year-End Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin.

Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

#### **ARTICLE IV PAYMENT**

- 4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that

funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

- 4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/6. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.
- 4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.
- 4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- 4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.
- 4.6. Interest.
- (a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.
  - (b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).
- 4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

- 4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

## ARTICLE V

### SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

- 5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.
- 5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.
- 5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

## ARTICLE VI

### BUDGET

- 6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.
- 6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests

for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

- 6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.
- 6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.
- 6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

## ARTICLE VII ALLOWABLE COSTS

- 7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.
- 7.2. Indirect Cost Rate Submission.
  - (a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(d).
  - (b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:
    - (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
    - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
    - (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
    - (iv) Appendix V to Part 200 governs state/Local Government wide Central Service Cost Allocation Plans
  - (c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.



- 7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
- 7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.
- 7.5. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.
- 7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:
  - (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.
  - (b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.
    - (i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).
    - (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
    - (iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.
    - (iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

- (c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
  - (d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.
  - (e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.
- 7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.
- 7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).
- 7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII REQUIRED CERTIFICATIONS

- 8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.
- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
  - (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
  - (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
  - (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).
  - (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR

Parts 730 through 774).

- (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).
- (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.206(a), or by the State (See 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- (n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to

prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

- (o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- (p) **Forced Labor Act.** Grantee certifies that it 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 this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- (q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- (r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- (s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- (t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

#### ARTICLE IX CRIMINAL DISCLOSURE

- 9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

#### ARTICLE X UNLAWFUL DISCRIMINATION

- 10.1 Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
  - (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
  - (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See

also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685));

- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and
- (f) The Age Discrimination Act (42 USC 6101 et seq.).

## **ARTICLE XI LOBBYING**

- 11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 11.2. **Federal Form LLL.** If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 11.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 11.5. **Subawards.** Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
- 11.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## **ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

- 12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.
- 12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

## ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

- 13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.
- 13.2. Close-out Reports.
- (a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).
  - (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments,

and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

**13.3. Consolidated Year-End Financial Reports**

- (a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.
- (b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:
  - (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
  - (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

- (c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.
- (d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.
- (e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.
- (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

- 13.4 Effect of Failure to Comply.** Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

**ARTICLE XIV  
PERFORMANCE REPORTING REQUIREMENTS**

- 14.1. Required Periodic Performance Reports.** Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards,

such reports may be exempted as identified in **PART TWO** or **PART THREE**, 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

- 14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).
- 14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.
- 14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

## ARTICLE XV AUDIT REQUIREMENTS

- 15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.
- 15.2. Audit Requirements
  - (a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.
  - (b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:
    - (i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.



(ii) f, during its fiscal year, Grantee expends less than \$500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(a) and 15.2(b)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

- 15.3. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.
- 15.4. Delinquent Reports. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

## ARTICLE XVI

### TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

- (a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).
- (b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:
- (i) Pursuant to a funding failure under Paragraph 4.1;
  - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
  - (iii) For cause, which may render the Grantee ineligible for consideration for future grants

from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

- 16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.
- 16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.
- 16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.
- 16.5. Effects of Suspension and Termination.
- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
  - (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
  - (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
    - (i) Grantor expressly authorizes them in the notice of suspension or termination; and
    - (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.
- 16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

## ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

- 17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.
- 17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.
- 17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

#### ARTICLE XVIII NOTICE OF CHANGE

- 18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).
- 18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.
- 18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.
- 18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.
- 18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

#### ARTICLE XIX STRUCTURAL REORGANIZATION

- 19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed

transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

## **ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES**

- 20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

## **ARTICLE XXI CONFLICT OF INTEREST**

- 21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).
- 21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.
- 21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

## **ARTICLE XXII EQUIPMENT OR PROPERTY**

- 22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.
- 22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.
- 22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR

200.310--200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

- 22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

#### **ARTICLE XXIII**

##### **PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

- 23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

#### **ARTICLE XXIV**

##### **INSURANCE**

- 24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.
- 24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

#### **ARTICLE XXV**

##### **LAWSUITS**

- 25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any

employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

- 25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

#### **ARTICLE XXVI MISCELLANEOUS**

- 26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.
- 26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.
- 26.3. Exhibits and Attachments. Exhibits A, through G, PART TWO, PART THREE, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.
- 26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.
- 26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.
- 26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.
- 26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby

made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

- 26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- 26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.
- 26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.
- 26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.
- 26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

- A.1. The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the Term of this Agreement.

The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the Term of this Agreement. The COVID-19 LHD Contact Tracing Grant will be a one-year grant agreement (June 1, 2020 – May 31, 2021) to support local health departments in conducting contact tracing programs. Contact tracing is a critical component of the COVID-19 pandemic response and a key strategy to preventing further spread of COVID-19. Contact tracing is the process of investigating positive COVID-19 cases, and begins with COVID-19 testing. When individuals test positive for the COVID-19 virus, this information is then used to identify the known exposed contacts of the COVID-positive individual, and supporting the exposed individuals through an isolation or quarantine period. That is, for each person who is newly diagnosed with COVID-19 as a "case," they are interviewed to enumerate their close contacts and contacts are notified that they are at risk so that they can be tested, watch for symptoms and be linked to resources to protect themselves and their families. Local health departments play a crucial role in ensuring that contact tracing efforts result in successful disease control.

The Illinois Contact Tracing Collaborative is a program designed to build capacity to contact every person who tests positive with SARS-CoV-2 and to interview, trace, and contact close contacts of those cases (the "Collaborative"). The Collaborative includes contact tracers from local health departments (LHDs), community-based organizations (CBOs), and additional persons or institutions as surge capacity needs arise, as well as IDPH employees to coordinate and fund a statewide strategy for contact tracing. The contact tracers will utilize IDPH-supported technology systems to perform their tracing duties. IDPH expects that LHDs will work with CBOs to ensure the success of the Collaborative. Statewide, IDPH anticipates that the Collaborative will oversee approximately 30 contact tracers for every 100,000 Illinois residents. The Collaborative will provide a virtual call center to route cases and calls to entities conducting contact tracing, and will work with contact tracing entities to recommend appropriate staffing levels, response times for initiating contact, training development, and key performance indicators which will inform action plans. Grantee will lead contact tracing efforts for its jurisdiction as a member of this collaborative.

Contact tracing is not new for IDPH. The State of Illinois already has an existing contact tracing program overseen by IDPH and implemented in partnership with each of the 97 LHDs. Although LHDs in Illinois are used to conducting contact tracing for other diseases, such as tuberculosis and sexually transmitted infections, additional support is essential to manage the volume of cases and contacts associated with the novel threat of COVID-19.

The COVID-19 Contact Tracing Grant provides funding to LHDs to augment ongoing contact tracing programs. The funding will support building capacity (training, human resources for key roles identified, literacy and interpretation services and other necessary equipment), responding to outbreaks in congregate settings, facilities and community and performing necessary interventions (case investigation and contact tracing), collaborating and providing for resource coordination (food, housing, alternative housing, medicine, social services, etc.), having surge support for call centers and follow-up, proactively promoting testing in vulnerable populations, as well as communities which historically have had less access to health care resources, ensuring health equity and addressing community and regional network for successful sustainability of the local contact tracing program.

**Ensuring Health Equity in Contact Tracing.** As used in this agreement, "health equity" means the attainment of the highest level of health for all people. Grantor and Grantee recognize that COVID-19



has disproportionately impacted minority and historically marginalized communities. This disproportionate impact, in turn, reveals the historical and ongoing adverse effects of structural violence and inequality on the health of impacted communities. Therefore, in order to adequately address COVID-19's disparate health impacts on minority and historically marginalized communities, the impact of program activities on these communities must be assessed. Contact tracing is a critical component of the COVID-19 pandemic response and a key strategy to preventing the further spread of COVID-19. Accordingly, Grantee should ensure that health equity is a foundational consideration and should incorporate this consideration into all its efforts to build capacity for contact tracing, including but not limited to hiring and training contact tracing personnel. The racial demographics of contact tracers should reflect the local population's demographics.

Services funded pursuant to the grant should aim to reduce health disparities and health inequities where they exist. Health equity exists when all people have the opportunity to thrive and no one is limited in achieving comprehensive health and wellness because of their social position or any other social factors/determinants of health such as income, education, race/ethnicity, sexual identity, and disability. Services provided pursuant to this grant should be both culturally and linguistically appropriate, in consideration of the communities in which the services are provided. Further, as COVID-19 has disproportionately impacted minority and historically marginalized communities, special attention must be paid to these communities when conducting proactive outreach, follow up support, and care resource support. Grantees should engage stakeholders in developing contact tracing initiatives and continue to make ongoing assessments on the effectiveness of their contact tracing activities in reaching minority and historically marginalized communities which have been disproportionately impacted by COVID-19. Achieving health equity is crucial to stemming the spread of the virus, and the ability to safely quarantine for all is essential.

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

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 Agreement. The grant application submitted by Grantee related to this Agreement is hereby incorporated and made a part of this Agreement.

**B.1. The Grantee shall:**

**B.1.1. Participate in the Illinois Contact Tracing Collaborative.**

- i. Grantee shall work with and take direction from the IDPH, or its designee, to ensure that each person who tests positive for SARS-CoV-2 within the Grantee's jurisdiction is contacted and shall coordinate with IDPH, or its designee, and CBOs to prevent a duplication of efforts by other organizations or institutions that may also be performing contact tracing within the same jurisdiction.
- ii. Grantee shall work with IDPH or its designee in determining appropriate staffing levels, response times for initiating contact, training development, and preparing action plans.
- iii. Grantee shall use IDPH-approved technology solutions for contract tracing, including but not limited to Salesforce and Twilio.
- iv. Grantee shall communicate, coordinate and work in conjunction with other members of the Collaborative to avoid duplication of effort.

**B.1.2. Develop a contact tracing staffing plan that identifies the following:**

- i. the number of personnel or full-time equivalents required to respond to the COVID-19 pandemic within the Grantee's jurisdiction during low, medium and high periods of transmission.
- ii. the methodology, including overtime and standby status, the Grantee will employ to rapidly scale up contact tracing if community transmission increases, taking into account surges and outbreaks in congregate settings or facilities. Such methodologies may include but are not limited to overtime, contractual staffing arrangements, and stand-by employees or contractors.
- iii. the languages spoken by residents with limited English proficiency (LEP) within the Grantee's jurisdiction and the number of personnel necessary to communicate with this population with LEP.
- iv. the number of support staff and resource coordinators and other management personnel necessary to support the Grantee's contact tracing efforts.

**B.1.3. Build capacity to conduct a contact tracing program as identified in the Grantee's contact staffing plan.**

- i. Hire personnel – either employees or contractual staff – to conduct contact tracing interviewing. These personnel, as much as possible, should be reflective of the community where contact tracing activities are being performed.
- ii. Hire personnel – either employees or contractual staff or service – to provide interpreter services for speakers of languages in addition to English.
- iii. Hire resource coordinator(s) – either employee or contractual staff – to connect cases and contacts with necessary resources during quarantine or isolation.
- iv. Hire personnel – either employees or contractual staff or service – to respond to outbreaks in congregate settings or facilities.
- v. Support all overtime incurred by staff working in the contact tracing program.

**B.1.4. Train all personnel to conduct contact tracing.**

- i. Ensure all new contact tracers complete any necessary training required by IDPH, including the Illinois Contact Tracing Training series in the I-Train system.
- ii. provide an opportunity for trainees to "shadow" existing contact tracers prior to starting their own calls.

- iii. provide an opportunity for additional locally-driven, culturally-appropriate training specific to the populations in the Grantee's jurisdiction.
- iv. Require all contact tracers to complete training of IDPH approved technology solutions for contact tracing.
- v. Ensure all new personnel have completed HIPAA privacy and confidentiality training, as directed by IDPH or its designee.

B.1.5. Utilize IDPH contact tracing standard operating procedures and scripts as they are made available in the IDPH Communicable Disease portal.

B.1.6. Identify and communicate with vulnerable and disparately impacted populations.

- i. Design culturally and linguistically appropriate outreach and education for vulnerable and disparate populations, particularly in areas with high test positivity rates (above 10%).
- ii. Provide interpreter and translation services to enhance contract training success.

B.1.7. Provide resource coordination.

- i. Identify and work with any other member of the Collaborative providing resource coordination services within the Grantee's jurisdiction.
- ii. Identify alternate housing and coordinate for those in isolation and quarantine.
- iii. Provide identified contacts with information about local availability of testing.
- iv. Collaborate with local stakeholders to connect contacts with critical services and resources, such as meals, medicine, mobility support, immigration matters, work and income resources, mental health support, support for unsafe living conditions (e.g domestic abuse), etc., during isolation and quarantine.

B.1.8. For Grantee's conducting COVID-19 testing with funds provided under this grant agreement, provide and coordinate testing services in conjunction with members of the Illinois Contact Tracing Collaborative.

- i. Grantee shall work to expand COVID-19 testing within the Grantee's jurisdiction.
- ii. Grantee shall identify a commercial, hospital, or other non-IDPH laboratory to conduct COVID-19 testing of specimens collected by Grantee. Alternatively, Grantee shall identify and confirm a supplier of point-of-care testing capabilities that will supply COVID-19 testing services.
- iii. Grantee shall confirm the willingness and availability for all potential laboratories, testing suppliers, and specimen testing sites, prior to commencing any sample collection activities therefrom.
- iv. Grantee shall use established methods and best practices for safely collecting COVID-19 specimens.
- v. Grantee shall obtain and use a safe source(s) of specimen collection materials.
- vi. Grantee shall identify and use reliable methods for transporting all samples taken at sample collection sites to a testing laboratory.
- vii. All testing laboratories used for the analysis of COVID-19 samples shall be identified and enrolled in Electronic Lab Reporting (ELR) for purposes of transmitting test results.
- viii. Grantee shall establish and utilize a reliable method for reporting out testing results.
- ix. Grantee shall routinely collect insurance and other necessary information for purposes of reimbursement and billing as necessary.
- x. Grantee shall ensure that direct close contacts of positives cases are referred to nearby specimen collection locations for COVID-19 testing.
- xi. Grantee's testing expansion expenses shall not exceed 25% of the total funding amount requested under this Grant.

B.1.9. Collaborate and coordinate across the appropriate Restore Illinois region with the public health system and regional health care coalition.

B.1.10. Respond to requests by IDPH or its designee, in the form of surveys for metrics related to contact tracing hiring and implementation.

B.1.11. Maintain data and access to reporting systems (i.e. I-NEDSS and Salesforce) to ensure effective oversight and accountability.

B.2. In connection with the services described in Section B.1, the Department will:

B.2.1. Provide overall oversight for the Illinois Contact Tracing Collaborative.

B.2.2. Provide funding to Grantee in accordance with the policies described in Article IV of PART ONE.

B.2.3. Monitor the work of grantee organizations to ensure compliance with the terms of the Program and the activities to be performed as described in the grantee organization application and this Agreement, up to and including conducting audits and/or virtual or onsite reviews of contact tracing efforts.

B.2.4. Provide technical assistance and support in implementation of the grant.

B.2.5. Provide feedback on reports and work products submitted by Grantee.

**EXHIBIT C  
PAYMENT**

Grant Funds shall not exceed \$364,202.59, of which \$364,202.59 are federal funds.

Pursuant to Article IV of **PART ONE**, the Department will compensate the Grantee on the following basis:

25% Partial Advance/Remainder Reimbursement

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total Award. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

**EXHIBIT D**  
**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

**DEPARTMENT CONTACT**

Name: Scott Henkel  
Title: Assistant to the Deputy Director  
Address: Office of Health Protection, 525  
W. Jefferson St., 2nd Floor,  
Springfield, IL 62761  
Phone: (217) 785-2075  
TTY #: (800) 547-0466  
Fax #: (217) 524-0802  
E-mail Address: scott.henkel@illinois.gov

**GRANTEE CONTACT**

Name: Doug Toole  
Title: Director  
Address: 200 A. COLLEGE ST., SUITE A,  
DANVILLE, IL 61832  
Phone: (217) 431-2662  
TTY #:  
Fax #: (217) 431-7483  
E-mail Address: dtoole@vchd.org  
Additional Information:

**EXHIBIT E**  
**PERFORMANCE MEASURES**

- E.1.** Grantee shall submit performance reports pursuant to Article 14 of **PART ONE**.
- E.2.** As set forth in **PART THREE**, performance reports shall be submitted. Performance reports shall include the following information:
- E.2.1.** Pursuant to Section 14.3 of **PART ONE**:
- E.2.1.1.** A comparison of actual accomplishments to the objectives of the award established for the period;
- E.2.1.2.** Where the accomplishments can be quantified, a computation of the cost;
- E.2.1.3.** Performance trend data and analysis is required; and
- E.2.1.4.** Reasons why any established goals were not met, and a narrative explanation of why the objectives were not achieved.
- E.2.2.** Progress of the program and project as of the close of the period being reported on;
- E.2.3.** Description of the use and expenditure of Grant Funds awarded under this Agreement;
- E.2.4.** Any other information required by the Grant Instructions.
- E.2.5.** Data and performance metrics shall be reported through EGrAMS, Salesforce, I-NEDSS, REDCap or other data collection programs identified in the Grant Instructions.
- E.3.** Reporting Timelines.
- E.3.1.** First Performance Report. Unless otherwise specified in **PART THREE**, Grantee's first performance report shall cover the first three months after the Award begins.
- E.3.2.** Grantee shall submit quarterly performance reports, along with any required data or metrics, within thirty (30) calendar days following the end of the quarter. Quarterly performance reports will be submitted through Salesforce, I-NEDSS, REDCap or other data collection programs.
- E.3.3.** Close-out Performance Reports. Grantee shall submit a final close-out performance report within sixty (60) calendar days following the end of the period of performance. If this Agreement is terminated early, regardless of the reason, Grantee shall submit a final close-out performance report within thirty (30) calendar days following the effective date of termination.
- E.3.4.** Grantee shall submit quarterly financial reports (i.e. reimbursement certification forms) within thirty (30) calendar days following the end of the quarter. Quarterly expenditures will be submitted through EGrAMS.
- E.4.** Failure to Report. Failure to submit required performance reports may cause a delay or suspension of funding.

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

**F.1. Grantee shall perform in accordance with the standards set forth herein, which are the minimum thresholds of acceptable performance. Failure to meet these thresholds may result in remedial action including, but not limited to, corrective action, imposition of specific condition, denial of reimbursement/payment, recovery of funds, and/or and suspension or termination of the Agreement.**

**F.1.1. The number of necessary contact tracers in a Grantee's jurisdiction identified in the Grantee's contact staffing plan should be determined by the rate of transmission within Grantee's jurisdiction**

**F.1.2. All persons performing contact tracing and hired under this grant must complete the Illinois Contact Tracing Training series. This training should be monitored by the grantee and reported to DPH in regular performance reports.**

**F.1.3. All persons granted access to Salesforce or I-NEDSS must complete HIPAA training to be determined by the local health department.**

**F.1.4. Compliance with outreach protocol specified by the Illinois Contact Tracing Collaborative for cases with positive test results for SARS-CoV-2.**

**F.1.5. Grantee shall initiate contact with 90% cases with positive test results for SARS-CoV-2 within the jurisdiction within 24 hours of notification in I-NEDSS and 100% of cases within 48 hours.**

**F.1.6. The Grantee shall solicit close contacts from all positive cases interviewed.**

**F.1.7. The Grantee shall attempt to contact all identified close contacts of each case. Grantee shall maintain staffing levels such that the Grantee can initiate contact by telephone with 90% of positive case contacts within 24 hours of being identified and with 100% of contacts within 48 hours.**

**F.1.8. For all positive cases and close contacts of positives cases, the Grantee shall make a minimum of 3 phone attempts in the first 24 hours, and a minimum of 6 phone attempts in the first 48 hours. If no contact by phone, the Grantee should consider in-person attempts.**

**F.1.9. 100% compliance with data input and collection procedures defined by IDPH.**

**F.1.10. All non-English speakers must be interviewed by a contact tracer who speaks their preferred language or utilize an interpreter service to allow the case or contact to be interviewed in their preferred language.**

**F.1.11. Grantee shall be responsive to IDPH's designated Fidelity Partner and Regional Program Coordinators communication requests and directions.**

**F.1.12. Grantee shall communicate, coordinate and work in conjunction with other members of the Collaborative.**

**F.1.13. All performance metrics will be disaggregated by race / ethnicity and there should be no statistically significant disparities in the performance metrics outlined above by race / ethnicity.**

**F.1.14. Grantee shall report to IDPH, no less frequently than quarterly, any measures taken by Grantee to ensure that health equity is a foundational consideration and how Grantee has incorporated this consideration into its efforts to build capacity for contact tracing, including but not limited to hiring and training contact tracing personnel. Specifically, the Grantee shall report whether the racial demographics of contact tracers reflect the local population's demographics.**

**F.1.15. For Grantee's conducting COVID-19 testing with funds provided under this grant agreement:**

**i. Grantee shall successfully return a test result conclusion within 24-48 hours and must return a lab test result (positive, negative, or other) to 99% of individuals who specimens are collected from.**

**ii. Grantee must respond to 100% of individuals tested with either a test result and/or information about their test that requires a re-test.**

**iii. Grantee must collect specimens in way that allows 98% or more of tests to be processed successfully by the lab**



## **EXHIBIT G SPECIFIC CONDITIONS**

G.1 Pursuant to Section 5.3 of **PART ONE**, 2 CFR 200.205, and 2 CFR 200.207, specific conditions may be imposed upon Grantee based upon a risk assessment. Specific conditions may also be imposed as a result of a merit review or as required by the terms of the Award. Specific conditions are imposed.

### **G.2. Imposition of Conditions.**

G.2.1. Pursuant to Section G.1, the following specific conditions are imposed:

G.2.1.1. The Grantee shall provide the Department a report on the status of its implementation of corrective actions, if applicable, on a semiannual basis.

G.2.1.1.1. This condition will be removed if Grantee has completed implementation of all corrective actions, if applicable.

G.2.1.2. The Grantee shall receive technical assistance from the Department, including required training, upon request by the Department.

G.2.1.2.1. This condition will be removed if Grantee implements corrective actions that include implementing a fraud awareness program. This fraud awareness program must include information on how to report fraud, waste, and abuse without fear of retaliation.

G.2.2. These specific conditions are imposed due to risk factors identified in the Grantee's fiscal and administrative risk assessment, based on responses to the Internal Controls Questionnaire (ICQ).

### **G.3. Removal of Conditions.**

G.3.1. Pursuant to 2 CFR 200.207(c)(5), Grantee may request reconsideration of the specific conditions imposed by submitting a request to the contact identified in EXHIBIT D. The request for reconsideration must include the rationale for the request and, if applicable, the actions Grantee is taking to correct the condition giving rise to the specific condition(s) listed above.

G.3.2. The specific conditions set forth in G.2 will be immediately removed when the conditions prompting them have been corrected. 2 CFR 200.207(d).

G.3.3. At Grantor's discretion, Grantor may reinstate any conditions which have been previously removed, if Grantee's performance, actions, or inactions illustrate a need for such reinstatement.

G.3.4. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

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## **PART TWO – THE GRANTOR-SPECIFIC TERMS**

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

### **ARTICLE XXVII**

#### **ADDITIONAL CERTIFICATIONS**

- 27.1. The Grantee represents and warrants that the grant application submitted by the Grantee is in all material aspects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement, and that it has obtained or will obtain all permits, licenses, or other governmental approvals that may be necessary to perform the grant services.

### **ARTICLE XXVIII**

#### **SERVICES**

- 28.1. Subcontracts. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, to fulfill any obligations under this Agreement a) unless approved pursuant to Section 17.1 of PART ONE; b) allowed pursuant to Section 28.1.1 of PART TWO, below; and c) until the Grantee has submitted a Subcontractor and Sub-grantee Authorization Form as set forth in Section 29.8 of PART TWO and received Prior Approval from the Grantor. The Department reserves the right to review all subcontracts at any time during the term of the Agreement.

28.1.1. The Grantee may utilize subcontractors in the performance of this Agreement. If Grantee is allowed to utilize subcontractors, even if such subcontractors are identified in the grant application, budget, or any other grant documents, they will not be approved until such time as (i) the Grantee submits a Subcontractor and Sub-grantee Authorization Form pursuant to Section 29.8 of PART TWO; and (ii) the Department gives written consent.

- 28.2. Subgrants. The Grantee will not use the services of a sub-grantee to fulfill any obligations under this Agreement unless approved pursuant to Section 17.1 of PART ONE and until the Grantee has submitted a Subcontractor and Sub-grantee Authorization Form as set forth in Section 29.8 of PART TWO and received Prior Approval from the Grantor. In addition, all sub-grantees shall have an application, including a budget and project deliverables, on file with the Grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subgrants at any time during the term of the Agreement.

28.2.1. The Grantee shall assume responsibility for distribution of Grant Funds to sub-grantees for the provision of services under this Agreement and in accordance with the (i) goals, objectives, and activities; and (ii) budget on file with, and approved by, the Department.

28.2.2. No later than September 30, 2020, Grantee shall execute sub-grant agreements for services. Signed copies of all sub-grant agreements shall be submitted to the Department in the corresponding required progress report. Each sub-grant agreement shall identify the sub-grantee and include a scope of services, budget period, detailed budget, and the sub-grantee's current mailing address. The Department will not pay any reimbursement to the Grantee related to sub-grantee activities until the Department has received a copy of the signed sub-grant agreement.

28.2.3. The Grantee shall assure that all services provided by sub-grantees under established sub-grant agreements are provided and documented in a timely manner and in accordance with Department policy. The Grantee shall promptly investigate any sub-grantee not performing in accordance with the sub-grant agreement. The Grantee is responsible for monitoring, investigating, and taking any needed action related to the sub-grantee to protect the integrity of the provision of services under this Agreement. Failure of the Grantee to do so may result in the rejection of claims for payment or in payments being reduced by the total amount of the value of the sub-grantee contract, until any and all

requirements of this Agreement are fulfilled.

28.2.4. The Grantee will not commingle funds between separate grants or sub-grants, even if the grants or sub-grants are related, or the same population is being served.

## **ARTICLE XXIX DEFINITIONS**

- 29.1 Department. Illinois Department of Public Health.
- 29.2 Equipment. Tangible, non-expendable, personal property.
- 29.3 Grant Instructions. The instructions provided to Grantee set forth the Grantee's reporting requirements and all other requirements under this Agreement, and are hereby incorporated into this Agreement. Failure to comply with the requirements set forth in the Grant Instructions will be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement.
- 29.4 Operational Utilities. Utilities required for basic operational functions, without which Grantee's ability to perform under the Agreement would be substantially hindered. Operational Utilities include electricity, gas, heat, air conditioning, water, cable, telephone, office supplies, internet, and other core day-to-day expenses necessary to maintain the office space in reasonable working condition, as determined by the Department Office overseeing the grant. Rent is not considered an Operational Utility, and Grantee is required to disclose its landlord or lessor to the Department even if Grantee uses the rented space for more than performance of this Agreement.
- 29.5 Order to Surrender. An order to surrender equipment and/or supplies purchased with Grant Funds for the purpose of carrying out the Award.
- 29.6 Party. A signatory to this Agreement. A subcontractor or sub-grantee is not considered a Party.
- 29.7 Subcontractor. A third party, not a party to this Agreement, who provides or tenders goods of any kind, or performs services of any kind, for the Grantee.
- 29.8 Subcontractor and Sub-grantee Authorization Form. The form a Grantee is required to submit when requesting the Department's written consent to utilize the services of a subcontractor (other than an Operational Utility) or sub-grantee. The use of subcontractors and sub-grantees is prohibited until the Grantee has submitted this form and received written approval from the Department, even if subcontractors or sub-grantees are listed in an approved budget. Use of a subcontractor or sub-grantee without the Department's prior written approval may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement. The Subcontractor and Sub-grantee Authorization Form may be submitted at any time before or during the term of the Agreement, and may be submitted as often as needed when new subcontractors and sub-grantees are identified.
- 29.9 Sub-grantee. A third party, not a party to this Agreement, who performs services on behalf of the Grantee in furtherance of Grantee's performance of the services described herein during the term of this grant.
- 29.10 Supplies. All tangible personal property other than Equipment.

## **ARTICLE XXX EXPENDITURE, BILLING, AND MANAGEMENT OF FUNDS**

- 30.1. 30.1The Grantee will expend Grant Funds awarded under this Agreement in accordance with the

Budget approved and on file with the Department. Departmental approval of a budget including subcontractors or sub-grantees, even if the subcontractors or sub-grantees are identified by name, does not constitute Prior Approval for the use of such services or the expenditure of reimbursable funds for such services. Grantee shall utilize a Subcontractor and Sub-grantee Authorization Form to obtain Prior Approval pursuant to Section 17.1 of **PART ONE**. Expenditures made to subcontractors and sub-grantees shall not be reimbursed if services are provided before the Department grants Prior Approval for the use of such subcontractors or sub-grantees

- 30.2. 30.2 Pursuant to Section 23.1 of **PART ONE** and 2 CFR 200.421(e), Grantee and any approved sub-grantees shall not expend any Grant Funds for promotional items. Promotional items include but are not limited to: calendars, pens, buttons, pins, magnets, gift cards, posters, and stationery. If the Department has not granted prior written permission to expend Grant Funds for promotional items, expenditures for promotional items shall not be reimbursed.
- 30.3. 30.3 Cash Management Improvement Act of 1990. Pursuant to Section 4.3 of **PART ONE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC §6501 et seq.) and any other applicable federal laws or regulations.

#### **ARTICLE XXXI**

##### **GRANT FUND CONTROL REQUIREMENTS**

- 31.1. Discretionary Audit. The Department may, at any time, and at its sole discretion, require a financial audit, a grant-specific audit, or any other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- 31.2. Reporting Requirements. In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.
- 31.2.1 Expenditures and Project Activity Prior to Grant Execution. If a recipient or subrecipient incurs expenses related to the grant award prior to the execution of the Agreement but within the Term of the Agreement and the Agreement is executed more than thirty (30) days after the effective date of the Agreement, the recipient or subrecipient must submit to the Department a report that accounts for eligible grant expenditures and project activities, in a format provided by the Department, within thirty (30) days of the execution of the Agreement. The report must account for eligible grant expenditures and project activities incurred from the effective date of the Agreement up to and including the date of the execution of the Agreement. Only those expenses that are reasonable, allowable, and in furtherance of the purpose of the grant award shall be reimbursed. If this report is required, the Department will not disburse any Grant Funds until the report is received and approved by the Department. 30 ILCS 708/125.
- 31.2.2 Additional Information: Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- 31.2.3 Consolidated Year-End Financial Reports. Consolidated Year-End Financial Reports must be filed pursuant to the requirements of Section 13.3 of **PART ONE**.
- 31.2.4 Required Periodic Performance Reports. Pursuant to the requirements of Section 14.1 of **PART ONE** and Section E.2 of **EXHIBIT E**, Performance Reports shall be submitted

quarterly. The first of such reports shall cover the first months after the Award begins. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

- 31.3. Grant Instructions Upon execution of this Agreement, the Grantee will receive Grant Instructions detailing reporting requirements and procedures relating to the Award. The Grant Instructions are hereby incorporated into this Agreement. Grantee is obligated to comply with the Grant Instructions and any revisions thereto in accordance with Section 13.4 of **PART ONE**. Failure to comply with the reporting requirements may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement pursuant to Section 13.4 of **PART ONE** and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.
- 31.4. Due Diligence in Expenditure of Grant Funds Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement and be actual and necessary expenditures; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.
- 31.5. Conflict of Interest An actual or potential Conflict of Interest between Grantee and sub-grantee(s) or subcontractor(s) existing prior to execution of this Agreement must be disclosed to the Department as part of the grant application. An actual or potential Conflict of Interest between Grantee and sub-grantee(s) or subcontractor(s) arising after execution of this Agreement must be disclosed to the Department within ten (10) days of discovery. Grantee must obtain express written permission to work with a sub-grantee or subcontractor with whom it has an actual or potential Conflict of Interest. Failure to obtain such express written permission may be considered a material breach of the Agreement and may result in termination of the Agreement and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

## **ARTICLE XXXII INCORPORATED ATTACHMENTS**

- 32.1. Grant Application. The Grant Application submitted by Grantee will be final and is incorporated herein. However, a revised Uniform Grant Application is incorporated if submitted to Grantor and thereafter approved.
- 32.2. Goals, Objectives, and Activities. The goals, objectives, and activities agreed to by Grantee as part of the Uniform Grant Application are final and are incorporated herein as requirements. However, revised goals, objectives, and activities are incorporated if submitted to Grantor and thereafter approved.
- 32.3. Additional Incorporated Attachments. The State's Notice of Award is incorporated herein by reference. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

## **ARTICLE XXXIII GENERAL PROVISIONS**

- 33.1. Audit/Retention of Subcontractor and Sub-grantee Records (30 ILCS 500/20-65) If any of the services to be performed under this Agreement are subcontracted and/or if sub-grants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and sub-grants, a provision that the Department, the Attorney General, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access and the right to examine any and all of subcontractor's or sub-grantee's grant-related documents, equipment, papers, or records, whether in hard copy or electronic, which support Grantee's performance of services under this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic). Further, any such subcontractor or sub-grantor shall be governed by the same requirements as those the Grantee is subject under this Agreement.
- 33.2. Time is of the Essence Time is of the essence with respect to Grantee's performance of this Agreement. Grantee shall continue to perform its obligations while any dispute concerning the Agreement is being resolved unless otherwise directed by the State.
- 33.3. Force Majeure Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within thirty (30) days of the declaration.
- 33.4. Confidential Information In addition to the requirements of Section 26.10 of **PART ONE**, each Party, including its agents and sub-grantees, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this Agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the Term of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or which later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 33.5. Use and Ownership
- 33.5.1 Intellectual Property Rights. All work performed or supplies created by Grantee under this Agreement, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all rights, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any

purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

- 33.5.2 Equipment and Supplies. Equipment and supplies authorized to be purchased with Grant Funds becomes the property of the Grantee so long as the equipment and supplies are not diverted from the purposes for which the Award was made. Pursuant to Section 22.1 of **PART ONE**, if Grantee has not met the conditions of 2 CFR 200.439(a), or if Grantor determines that equipment and supplies purchased with Grant Funds are unrelated to performance of the Agreement, Grantee shall be required to transfer such equipment and title thereto to Grantor. Grantee will maintain an inventory or property control record for all equipment and supplies purchased with Grant Funds. During the grant term, the Grantee must: (i) use equipment and supplies acquired with Grant Funds only for the approved project purposes set forth in **EXHIBITS A AND B**; (ii) provide sufficient maintenance on the equipment and supplies to permit achievement of the approved project purposes; and (iii) maintain, at its own expense, insurance coverage on all equipment and supplies purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and supplies in similar businesses. The Grantee is prohibited from selling, transferring, encumbering (other than original financing) or otherwise disposing of said equipment or material during the Term without prior written approval of the Department. All Grantee actions involving equipment and supplies shall be in compliance with the applicable State and federal law.

33.5.3 Order to Surrender Equipment and/or Supplies.

33.5.3.1 The Department may issue to the Grantee an Order to Surrender any or all of the equipment and/or supplies in any of the following situations:

33.5.3.1.1. The equipment and/or supplies are no longer being used for the purpose for which the Award was made;

33.5.3.1.2. The Grantee ceases to exist;

33.5.3.1.3. The equipment and/or supplies are improperly maintained, used, tracked or stored;

33.5.3.1.4. Responsibility for carrying out the purpose of the Award has been transferred to another entity;

33.5.3.1.5. The Agreement has been suspended or terminated;

33.5.3.1.6. The Grantee has failed to comply with any provision of the Agreement; or

33.5.3.1.7. Any other reason determined by the Department.

33.5.3.2. In the event the Department issues an Order to Surrender, the Grantee shall, pursuant to the terms of the Order to Surrender:

33.5.3.2.1. Within thirty (30) days of issuance of the Order to Surrender, or sooner if specified by the Order to Surrender, present to the Department or any other entity identified by the Department, all or any of the equipment and supplies purchased or financed with Grant Funds as specified by the Order to Surrender;

33.5.3.2.2. Within ninety (90) days of issuance of the Order to Surrender, or sooner if specified by the Order to Surrender, refund to the Department all or any part of the amount of the Grant Funds; and

33.5.3.2.3. Take any other action as specified in the Order to Surrender.

33.5.4 Authority to Inspect.

The Department reserves the right to inspect any equipment or supplies (as well as the inventory or property control records described above) authorized to be purchased, acquired,



or used by the Grantee under this Agreement for verification of its physical condition, usage, management or intended disposal or liquidation at any time. Should the inspection be unsatisfactory to the Department or should the Grantee refuse Department's authority to conduct an inspection, the Department may take ownership and title in said equipment by issuing an Order to Surrender.

#### 33.5.5 Survival.

All obligations regarding use and ownership of any equipment or supplies purchased or financed under the Agreement shall survive the termination of this Agreement.

### 33.6 Solicitation and Employment

Grantee shall not employ any person employed by the State during the term of this Agreement to perform any work under this Agreement. Grantee shall give notice immediately to the Department's Director if Grantee solicits or intends to solicit State employees to perform any work under this Agreement.

### 33.7 Background Check

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Grantee's, sub-grantee's and subcontractor's officers, employees or agents. Grantee, sub-grantee, or subcontractor shall immediately remove any such individual who, in the opinion of the State, does not pass the background checks from any work relating to the services performed under this Agreement.

### 33.8 Performance Record/Suspension

Upon request of the Department, Grantee shall meet to discuss performance or provide Agreement performance updates to help ensure proper performance of the Agreement. The Department may consider Grantee's performance and compliance with all applicable laws, under this or any other current grant agreement with the Department, in determining whether to continue the Agreement and assessing Grantee's eligibility to receive future grants. After due consideration of any non-performance or non-compliance with the requirements outlined in the Grant Instructions, including failure to perform or comply, under this Agreement or any other current grant agreement with the Department, the Department may, at its sole discretion, immediately suspend this Agreement or any other current grant agreement between Grantee and the Department. Suspension under this Section shall be effective upon Grantee's receipt of notice.

### 33.9 Termination for Cause

The Department may terminate this Agreement, in whole or in part, if: (i) the Grantee commits any illegal act; (ii) the Grantee breaches any material term, condition, or provision of this Agreement or is in material violation of a provision of this Agreement; (iii) the Department determines that the Grantee lacks the financial resources to perform this Agreement; (iv) the Department determines that the actions or inactions of the Grantee, its agents, employees, subcontractors, or sub-grantees have caused, or reasonably could cause, jeopardy to health, safety, or property; (v) the Grantee has notified the Department that it is unable or unwilling to perform the Agreement; (vi) the Department has reasonable cause to believe that the Grantee cannot lawfully perform the Agreement; or (vii) the Grantee's performance under any other current grant agreement causes the Department to reasonably believe that the Grantee is unable to perform the Agreement.

Termination under this section, whether in whole or in part, shall be effective upon Grantee's receipt of notice. For termination due to any of the causes contained in this Section, the Department retains its rights to seek any available legal or equitable remedies and damages.

### 33.10 Federal Whistleblower Protections

The federal whistleblower protections of 41 USC §4712 apply to all Grantee employees, contractors, and sub-grantees working in relation to this Agreement. Grantee certifies that in accordance with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, Grantee will (i) inform its employees working on this grant that they are subject to the whistleblower rights and remedies of the pilot program; (ii) inform its employees in writing of employee whistleblower protections under 41 USC §4712 in the predominant native language of the workforce; and (iii) include this certification and requirements in any agreement made with a contractor or sub-grantee.

**33.11 Renewal.** This Agreement may be renewed for additional periods .

33.11.1. Only if permitted above in Paragraph 33.11, this Agreement may be renewed for additional periods not to exceed 3 years including the initial term when in the best interest of the State, by mutual consent of the Parties, expressed in writing and signed by the Parties. This Agreement may neither renew automatically nor renew solely at the Grantee's option. Any renewal of this Agreement is subject to the same terms and conditions as the original Agreement.

33.11.2. This Agreement is a non-competitive grant subject to the following applicable renewal requirements and limitations:

33.11.2.1.Competitive Grants. Competitive grants may be awarded to successful applicants for up to 3 years (one-year initial term with the option to renew for up to 2 additional years) if:

33.11.2.1.1.The initial Notice of Funding Opportunity (NOFO) and the Catalog of State Financial Assistance (CSFA) set forth the possible renewal options and the annual grantee requirements to renew;

33.11.2.1.2.The grant program and Grantee meet the requirements set forth in 44 III. Admin. Code 7000.110(b); and

33.11.2.1.3.A separate budget is provided by Grantee for each year of the grant program.

33.11.2.2.Non-Competitive Grants. Non-competitive grants may be awarded for up to 3 years including the initial term if a separate budget is provided by Grantee for each year of the grant program.

**33.12 Records Retention.** All documentation required to be maintained by Grantee pursuant to Section 12.1 of **PART ONE** must be contemporaneously created. Grantee shall promptly provide additional supporting documentation upon Grantor's request. A lack of adequate contemporaneously created documentation is grounds for denial of payment or reimbursement, recovery of previously paid funds, imposition of corrective action for this Agreement, and/or imposition of specific conditions, including on any future grants awarded to Grantee by the Department, as appropriate.

#### **ARTICLE XXXIV**

##### **AUTHORITY**

- 34.1 The Department is authorized to make this grant pursuant to : Paycheck Protection Program and Health Care Enhancement Act and the Coronavirus Aid, Relief, and Economic Security (CARES) Act.
- 34.2 The Department is making this grant pursuant to appropriation number(s) : 063-48250-1900-0005 and 063-48250-1900-0100
- 34.3 The Department is making this grant pursuant to federal grant number(s) : N/A

### **PART THREE – THE PROJECT-SPECIFIC TERMS**

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