

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, heraby 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 789881158 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 are estimated to be \$557,772.00; \$278,886.00 of which 650.00 are federal funds in State Fiscal Year 2020 and \$278,886.00, of which \$650.00 are federal funds in State Fiscal Year 2021. 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. The Catalog of State Financial Assistance (CSFA) Number is: Local Health Protection Grant - 482-00-0901, Lead Poisoning Prevention and Response - 482-00-1563, Safe Drinking Water - 482-00-1034, Vector Surveillance and Control - 482-00-0904. The State Award Identification Number is 05080089H.

If applicable, Safe Drinking Water - the Federal Award Identification Number (FAIN) is 98542814, the

Date : _____

Printed Name : _____

Printed Title : _____

Second Other Approver

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.

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 705/5. 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)(6).
- 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

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.

- (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 Ill. 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

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

- 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,

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.

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

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

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

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 grant.
- A.2. Body Art : N/A
- A.3. Ground Water Program : N/A
- A.4. The Local Health Protection Grant (LHPG) Program supports a statewide system of certified local health departments to assure the protection of the public through the provision of various health protection programs. The Illinois Department of Public Health (IDPH) administers the LHPG program, which provides funding to all certified local health departments in Illinois. This funding ensures that basic levels of protection for Illinois residents are maintained at the community level for infectious diseases, food protection, safety of the potable water supply, and private sewage disposal.
- a. Each certified local health department must implement the following health protection programs: a comprehensive program to control infectious diseases; a comprehensive food protection program; a program to assure provision of safe, potable supplies of water for drinking, culinary, and sanitary purposes, with the focus on non-community, semi-private, and private water supplies; and a program to prevent the transmission of disease organisms, environmental contamination, and nuisances resulting from improper handling, storage, transportation, and disposal of sewage from private sewage disposal systems.
- b. Each certified local health department must administer these health protection programs in accordance with the Local Health Protection Grant Code (77 Ill. Adm. Code 615).
- A.5. Local Health Protection Grant - Narcan Distribution : N/A
- A.6. For the Lead Poisoning and Prevention Response Program, the Grantee is a designated delegate agency of the Illinois Department of Public Health for the purpose of carrying out the provisions of the Lead Poisoning Prevention Act (410 ILCS 45/1) and the Lead Poisoning Prevention Code (77 Illinois Administrative Code, Part 845). Lead Poisoning, if not addressed, may lead to substantial developmental issues, learning difficulties, behavioral problems, and possibly death. Grantee will conduct case management home visits and coordinate environmental investigations at regulated facilities where a child who has an elevated blood lead level resides or frequents.
- A.7. Perinatal Hepatitis B Prevention through Case Management : N/A
- A.8. Pre-Exposure Prophylaxis : N/A
- A.9. The Safe Drinking Water Program provides supplemental funding for oversight of noncommunity public water supplies to certified local health departments acting as agents for the Department conducting the Potable Water Supply Program under the Local Health Protection Grant. Grantees assure non-community public water supplies are in compliance with USEPA Drinking Water Regulations and provide safe drinking water to the public. A non-community public water supply provides water for human consumption at non-residential facilities through pipes or other constructed conveyances to at least 15 service connections or serves an average of at least 25 people for at least 60 days a year.
- A.10. Tanning : N/A
- A.11. Vaccines For Children Compliance : N/A
- A.12. The Vector Surveillance and Prevention Program funds certified local health departments to conduct environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis, Zika virus and other vector borne diseases. The Illinois Department of Public Health may issue grants for vector surveillance and prevention as described in the Vector Control Act (410 ILCS 95).

activities.

B.1.4 With respect to the Local Health Protection Grant - Narcan Distribution ☐ applicable ☒ not applicable.

B.1.5 The Grantee shall with respect to the Lead Poisoning and Prevention Response Program ☒ applicable ☐ not applicable:

i. Provide case management services for children identified with a confirmed blood lead level at or greater than 5µg/dL using the appropriate, available case management services and Department guidelines.

ii. Participate in public awareness and education campaigns, regarding the problem of lead poisoning, by providing information to local media, community organizations, and other agencies.

iii. Upon approval by the Department, disperse brochures, booklets, flyers, journal articles, programs, advertisements (including print and out of home), multimedia presentations, videos, and other printed or electronic materials (including, but not limited to, Web sites), prepared with funds from this grant must include the following statement: Funding for this (event, publication, etc.) was made possible by funds received from the Illinois Department of Public Health.

iv. Ensure that staff assigned to the Lead Program has received appropriate training, including, but not limited to, the Lead Training Workshop.

v. Use the Healthy Homes and Lead Poisoning Surveillance System, provided by the Department, to collect and submit follow-up data including medical management, environmental inspections and mitigation, or abatement data, to the Department, for monitoring the delivery of services.

vi. Provide quarterly reports and annual surveillance data, upon request using the Healthy Homes and Lead Poisoning Surveillance System.

vii. Maintain closed case records for a period of two (2) years following the close of a successful audit. Medical records shall be maintained for the life of the client.

viii. Complete an environmental investigation and follow-up services for children with a confirmed blood lead level at or greater than 5µg/dL of blood.

B.1.6 The Grantee shall with respect to the Perinatal Hepatitis B Prevention Program ☐ applicable ☒ not applicable.

B.1.7 The Grantee shall with respect to the Pre-Exposure Prophylaxis Program (PrEP) ☐ applicable ☒ not applicable.

B.1.8 The Grantee shall with respect to the Safe Drinking Water ☒ applicable ☐ not applicable:

i. Inspect and sample at least every two years all non-community public water supplies that have been originally surveyed. A copy of all completed inspection reports indicating results of samples collected at the time of inspection and results of all samples collected since the last inspection, along with Department data forms, shall be forwarded to the Department within 14 days after completion of an inspection. Documentation must be received with the last inspection date to be updated and included in the quarterly compensation report.

1. Water Systems with last inspection dates greater than 2 years old will not be included in the quarterly compensation amount.

ii. Follow the program policies which are established by the Departments.

iii. Complete and submit to the Department the appropriate data forms in accordance with the

xv. Notify their jurisdiction when the first WNV positive case has occurred in their jurisdiction.

xvi. Grant-supported activities may include training and licensing of personnel who will conduct vector control program activities. All training and conference opportunities, within Illinois or outside of Illinois, shall be submitted on a form provided by the Department 30 days prior to securing travel arrangements for approval by the Department. A copy of an agenda or course-work must be included with the pre-approval submittal. The Grantee will not be reimbursed for trainings or travel-related expenses for trainings and conferences if prior approval was not secured.

xvii. Submit travel reimbursements in accordance with the State of Illinois travel regulations promulgated by the Department of Central Management Services Governor's Travel Control Board for authorized travel expenses of approved travelers attending program-related events or submit written record that the local travel policy will be followed. Alcoholic beverages are not an allowable expense.

xviii. Spend at least eighty percent (80%) of the grant funding to support or enhance a mosquito borne disease surveillance and control program and related activities.

xix. Use no more than twenty percent (20%) of the grant funding to conduct surveillance and prevention of non-mosquito vectors of human disease such as ticks, rodents, nuisance birds and other vectors of human diseases. Surveillance and control of non-mosquito vectors of human diseases may include epidemiological investigations, public information work and other appropriate disease-prevention activities. Those activities may include, but are not limited to, the following:

1. The Grantee may conduct tick drags and identify the species and life cycle stage of ticks found in their jurisdiction. Tick surveillance activities should be reported to the Department and a record of tick species collected, identified and/or submitted for pathogen testing shall be submitted to the Department.
2. The Grantee may use funds to conduct investigations of rabies reports.
3. The Grantee may conduct trainings on non-mosquito vectors and may attend trainings regarding non-mosquito vectors.

xx. Submit timely electronic submission of mosquito testing data as a required component of the Grantee's responsibilities under the grant agreement for agencies that do mosquito surveillance. The Grantee shall report all results of testing adult mosquitoes to detect the presence of mosquito borne diseases such as WNV and St. Louis encephalitis virus to the Department within five working days of test completion. The data must be submitted through the Department's Web Portal application prior to issuing a press release. The Grantee shall report the first WNV positive mosquito pool to the IDPH Vector Control Program within one business day.

xxi. Have all mosquito control insecticide applicator personnel licensed as required by the Illinois Department of Agriculture. All mosquito control insecticides must be registered with the United States Environmental Protection Agency (US EPA) and the Illinois Department of Agriculture. Personnel must follow all pesticide label directions and manufacturer's recommendations for use and application of insecticides as indicated on the pesticide label. The Grantee shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Illinois Environmental Protection Agency, if needed.

xxii. Submit four quarterly Periodic Financial Reports and four quarterly Periodic Progress Operational Reports. Each of the reports will be due 30 days after the respective grant quarter's end.

1. Quarter 1 July 1 to September 30
2. Quarter 2 October 1 to December 31

the grantee.

iii. Perform legal enforcement action. A joint inspection by personnel from both agencies may, at the option of the Department, be made prior to filing of a request for action by the State's Attorney or Attorney General. Prior to requesting a joint inspection for a legal enforcement action, the Local Health Department shall make reasonable effort to obtain voluntary correction of deficiencies and advise the owner of the possible consequences of the Department's legal enforcement action. The filing of a request for action by the State's Attorney will be the Department's responsibility.

iv. Develop and maintain data processing systems to store data for all new water wells constructed, all samples analyzed, and all non-community public water supplies. The Department will provide any necessary reports to the Local Health Department upon request, when available.

v. Provide the Local Health Department necessary assistance, consultation, and training, including copies of all laws, rules, policies, informational brochures, data forms, etc.

vi. Review the Local Health Department program at least once every (3) years, or as often as necessary, in order to assure substantial compliance with the Local Health Protection Grant Code [77 Ill. Adm. Code 615.220].

vii. Compensate the Local Health Department annually for each active transient, non-community public water supply within its jurisdiction that has been surveyed and is on routine sampling. Payments pursuant to this paragraph shall be made in equal quarterly amounts with the first payment due only after the Local Health Department has performed this agreement for 3 complete months. The Compensation rates in this agreement may be renegotiated and increased in subsequent years, (dependent upon the total federal grant received by the Department for the Safe Drinking Water Program, the total number of active non-community public water supplies in the state, etc.) without amending and re-executing this agreement; however, no rate shall be reduced without amending this agreement.

B.2.10 Tanning : N/A

B.2.11 For the Vector Surveillance and Control Program the Department will additionally:

i. The Department shall make mosquito testing data collected within the Grantee's jurisdiction available to the Grantee.

ii. Provide positive bird data to Grantee within one business day of receiving results from the designated laboratory.

iii. Provide a weekly summary of West Nile virus activity throughout the Illinois.

Reimbursements (Quarterly)

Reimbursement payments to the Grantee are subject to the Grantee's submission and certification of actual and necessary eligible costs in conformity with approved Budget and any documentation as required by the Department. Reimbursement payments shall be initiated upon the Department's approval of actual and necessary eligible costs and cash amount requested for reimbursement of those costs.

2. Reimbursed on a fixed rate basis of \$50.00 annually for each transient, non-community public water supplied inspected.
3. Reimbursed on a fixed rate basis of \$250.00 annually for each non-transient, non-community public water supply inspected, if the grantee conducts non-transient inspections within their jurisdiction.
4. Water Systems with last inspection dates greater than two years old will not be included in the quarterly reimbursement amount.

C.9 Tanning Facilities Program

N/A

C.10. Vaccines for Children (VFC)

N/A

C.11. Vector Surveillance and Control

Reimbursements (Quarterly)

Reimbursement payments to the Grantee are subject to the Grantee's submission and certification of actual and necessary eligible costs in conformity with approved Budget and any documentation as required by the Department. Reimbursement payments shall be initiated upon the Department's approval of actual and necessary eligible costs and cash amount requested for reimbursement of those costs.

EXHIBIT E
PERFORMANCE MEASURES

- E.1. Grantee shall submit performance reports pursuant to Section 14.1 of **PART ONE**.
- E.2. As set forth in Section 14.1 of **PART ONE**, performance reports shall be submitted quarterly. 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 Body Art : N/A
- E.2.5 Ground Water Program : N/A
- E.2.6 For the Local Health Protection Grant (LHPG), program statistical information for the Food Protection Program, Potable Water Program, and Private Sewage Disposal Program shall be reported through the Illinois Department of Public Health Survey System, which is an online application on the Department's Web Portal.
- E.2.7 Local Health Protection Grant - Narcan Distribution : N/A
- E.2.8 For the Lead Poisoning and Prevention Response Program, quarterly and annual surveillance data shall be reported through the Healthy Homes and Lead Poisoning Surveillance System to collect and submit follow-up data including medical management, environmental inspections and mitigation, or abatement data, to the Department, for monitoring the delivery of services. The Grantee will also submit a Quarterly Narrative Report through EGrAMS.
- E.2.9 Perinatal Hepatitis B Prevention through Case Management : N/A
- E.2.10 Pre-Exposure Prophylaxis : N/A
- E.2.11 For the Safe Drinking Water Program the Grantee will submit copies of all completed inspection reports for non-community public water supplies along with Department data forms. Reports shall be forwarded to the Department within 14 days after completion of an inspection.
- E.2.12 Tanning : N/A
- E.2.13 Vaccines For Children Compliance : N/A
- E.2.14 E.2.14. For the Vector Surveillance and Control Program, data shall be reported through Periodic Progress Reports submitted through EGrAMS and include the following:
- 1. Documentation of the number of training seminars attended or conducted and the content of the training seminar;
 - 2. Description of public information activities conducted both for the news media and general public;
 - 3. Documentation of dead birds collected and submitted to an approved laboratory to be analyzed for WNV;
 - 4. Number of mosquito pools analyzed for WNV;
 - 5. Number of catch basins (storm sewers), ditches, old tires, and other natural water impoundments treated for larval mosquitoes;

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.2. Body Art : N/A
- F.3. Ground Water Program : N/A
- F.4. For the Local Health Protection Grant (LGHP), all performance standards are contained in the Local Health Protection Grant Code (Code) (77 Ill. Adm. Code 615).
- F.7.1. Performance standards for the infectious diseases control program are contained in Section 300 of the Code (77 Ill. Adm. Code 615.300).
- F.7.2. Performance standards for the food protection program are contained in Section 310 of the Code (77 Ill. Adm. Code 615.310).
- F.7.3. Performance standards for the potable water supply program are contained in Section 320 of the Code (77 Ill. Adm. Code 615.320).
- F.7.4. Performance standards for the private sewage disposal program are contained in Section 330 of the Code (77 Ill. Adm. Code 615.320).
- F.7.5. Performance standards for the common requirements are contained in Section 340 of the Code (77 Ill. Adm. Code 615.340).
- F.7.6. The criteria by which the Department will determine whether the Grantee is in substantial compliance with the performance standards are contained in Section 220 of the Code (77 Ill. Adm. Code 615.220).
- F.5. Local Health Protection Grant - Narcan Distribution : N/A
- F.6. For the Lead Poisoning and Prevention Response Program, perform the following:
- F.6.1. Provide case management services for children identified with a confirmed blood lead level at or greater than 5µg/dL using the appropriate, available case management services and in accordance with Section 845.80 of the Lead Poisoning Prevention Code.
- F.6.2. Ensure completion of an environmental investigation and provide follow-up services for children with a confirmed blood lead level at or greater than 5µg/dL of blood.
- F.7. Perinatal Hepatitis B Prevention through Case Management : N/A
- F.8. Pre-Exposure Prophylaxis : N/A
- F.9. For the Safe Drinking Water Program, perform the following:
- F.9.1 The minimum standards for substantial compliance are the performance standards for the Potable Water Supply Program contained in Section 615.320 of the Local Health Protection Grant Code [77 Ill. Adm. Code 615.320].
- F.9.2 Perform routine inspections and compile and forward completed inspection forms and required data forms to the Department.
- F.9.3 Follow all program policies established by the Department to ensure safe drinking water is always being provided to the public.
- F.10. Tanning : N/A
- F.11. Vaccines For Children Compliance : N/A
- F.12. For the Vector Surveillance and Control Program, perform the following:
- F.12.1 The Grantee shall spend at least eighty percent (80%) of the grant funding to support or enhance a mosquito borne disease surveillance and control program and related activities:

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 a detailed rationale for the request, supporting documentation 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 fully 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 in Grantor's opinion.

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 December 31, 2019, 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

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

- 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

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

**ARTICLE XXXIV
AUTHORITY**

- 34.1 The Department is authorized to make this grant pursuant to: a direct appropriation and by the following statutes:
- Section 2310-15 of the Civil Administrative Code of Illinois (20 ILCS 2310/2310-15).
 - Local Health Protection Grant (LHPG) is authorized by 77 Ill. Adm. Code 615.
 - Lead Poisoning Prevention and Response is authorized by the Lead Poisoning Prevention Act (410 ILCS 45/) and governed by the Lead Poisoning Prevention Code (77 Ill. Adm. Code 845).
 - Safe Drinking Water is authorized by the Groundwater Protection Act (415 ILCS 55/9); and the Drinking Water Systems Code.
 - Vector Surveillance is authorized by the Vector Control Law (410 ILCS 95).
- 34.2 The Department is making this grant pursuant to appropriation number(s):
- 802-48250-4440-0000 for the Local Health Protection Grant (LHPG)
 - 360-48250-1900-0000 for Lead Poisoning Prevention and Response
 - 063-48250-1900-0000 for Safe Drinking Water
 - 240-48250-1900-0000 for Vector Surveillance and Control
- 34.3 The Department is making this grant pursuant to federal grant number(s):
- 98542814 for Safe Drinking Water