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**CHAMPAIGN COUNTY BOARD OF HEALTH**

Brookens Administrative Center  
1776 E. Washington  
Urbana, IL 61802

Phone: (217) 384-3772  
Fax: (217) 384-3896

**Champaign County Board of Health**

**Tuesday, August 20, 2024  
5:00 PM**

Location: Champaign-Urbana Public Health District, 201 W. Kenyon, Champaign, IL  
Main Conference Room  
(Park & Enter on North Side of Facility—Middle Door)

**AGENDA**

<b><u>ITEM</u></b>	<b><u>PAGE NO.</u></b>
<b>A. Call to Order</b>	
<b>B. Roll Call</b>	
<b>C. Approval of Agenda/Addenda</b>	
<b>D. Approval of Minutes</b>	
1. June 25, 2024	1-3
<b>E. Public Participation on Agenda Items Only</b>	
<b>F. Correspondence and Communications</b>	
<b>G. Other Business</b>	
1. Discussion of the Proposed County Board of Health Budget – Travis Woodcock, Champaign County	4-5
2. Discussion and Approval of Proposed Budget Items:	
a. Budget request for General Support for January 1, 2025 – December 31, 2025, in the amount of \$50,000 (included in the budget)	6-8
b. Budget request for Dental Practitioner Recruiting Focus for January 1, 2025 – December 31, 2025, in the amount of \$25,000	9-11
c. Sex Education in Champaign County Schools in the amount of \$30,000	12
3. Approval of Proposed County Board of Health Budget for FY25	
<b>H. SmileHealthy</b>	
1. Monthly Report – June 2024	13-14
2. Monthly Report – July 2024	15-16

3. Approval of Invoice #I00208 payable to Champaign County Administrative Services for the Child Dental Access Program – June 2024 in the amount of \$6,249.99	17
4. Approval of Invoice #I00221 payable to Champaign County Administrative Services for the Child Dental Access Program – July 2024 in the amount of \$6,249.99	18
<b>I. CUPHD</b>	
1. Approval of CUPHD Invoice for May 2024 Services	19
2. Approval of CUPHD Invoice for June 2024 Services	20
3. Approval Champaign County Contract(s):	
a. Between the Champaign County Public Health Department and IDPH for Public Health Emergency Preparedness: Build and Sustain Emergency Preparedness Capabilities in the amount of \$62,726.00 for the time period of July 1, 2024 - June 30, 2025	21-58
4. CUPHD Reportable Diseases: <a href="http://www.c-uphd.org/comm_dis/display-data.php">http://www.c-uphd.org/comm_dis/display-data.php</a>	
5. CUPHD Performance Management: <a href="http://www.c-uphd.org/pmts/index.php?s=1">http://www.c-uphd.org/pmts/index.php?s=1</a>	
5. Update on the County Sexual Health Education Program	
<b>J. Old Business</b>	
<b>K. Public Participation on Non-Agenda Items Only</b>	
<b>L. Next Meeting</b>	
1. November 19, 2024, at 5:00 PM	
<b>M. Adjournment</b>	

1 **CHAMPAIGN COUNTY BOARD OF HEALTH**

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*Tuesday, June 25, 2024*

4

**Call to Order**

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The Champaign County Board of Health held a meeting on Tuesday, June 25, 2024, at the Champaign-Urbana Public Health District at 201 W. Kenyon Road, Champaign, IL. This meeting was rescheduled from June 18, 2024. Dr. Krista Jones, President, called the meeting to order at 5:05 PM.

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**Roll Call**

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Upon roll call, the following Board members were found to be present: Dr. Krista Jones, President, Mr. David Thies, Vice President, Dr. Brent Reifsteck, Dr. Dorothy Vura-Weis, and Dr. Vinh Hick. Ms. Cathy Emanuel, Secretary/Treasurer, Dr. Lyndon Goodly, and Dr. John Peterson were absent.

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**Approval of Agenda/Addendum**

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Dr. Vura-Weis made a motion to approve the meeting agenda. Mr. Thies seconded the motion. With all in favor, the motion carried.

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**Approval of Minutes**

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Mr. Thies made a motion to approve the March 19, 2024, meeting minutes. Dr. Hick seconded the motion. With all in favor, the motion carried.

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**Public Participation on Agenda Items Only**

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Ms. Lisa Kilawee, with Promise Healthcare, provided an update on their dental services. They have two Dentists and two Public Health Hygienists but due to staff turnover and open Dentist positions, the Kirby Avenue clinic will not open at this time. Thirty percent of their clients served are outside of the C-U area. Ms. Pryde shared that one of the two CUPHD Dentists has recently resigned. Dr. Hick noted the barriers to being a Medicaid provider including the extensive administrative work that is required. A discussion was held regarding the potential for a consortium to provide dental services.

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**Correspondence and Communications**

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None.

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**SmileHealthy**

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Dr. Reifsteck made an omnibus motion to approve the SmileHealthy reports for March, April and May 2024. Dr. Hick seconded the motion. With all in favor, the motion carried.

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Dr. Vura-Weis made an omnibus motion to approve the following: invoice No. 90 payable to Champaign County Administrative Services for the Child Dental Access Program for March 2024 in the amount of \$6,249.99; invoice No. I00182 payable to Champaign County Administrative Services for the

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44 *Champaign County Board of Health – June 25, 2024*  
45 *Page 2*

46  
47 Child Dental Access Program for April 2024 in the amount of \$6,249.99; and invoice No. I00197 payable  
48 to Champaign County Administrative Services for the Child Dental Access Program for May 2024 in the  
49 amount of \$6,249.99. Mr. Thies seconded the motion. With all in favor, the motion carried.

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51 **CUPHD**

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53 Dr. Reifsteck made an omnibus motion to approve payment of CUPHD invoices for February,  
54 March and April 2024 services. Mr. Thies seconded the motion. With all in favor, the motion carried.

55  
56 Dr. Vura-Weis made a motion to place the CUPHD monthly reports of Reportable Diseases and  
57 Performance Management on file. Mr. Thies seconded the motion. With all in favor, the motion carried.

58  
59 Ms. Greger gave an update on sex education in the Champaign County schools. Since the last  
60 update, the school year has finished. CUPHD presented at Rise Academy in Rantoul and Fisher High  
61 School. For the next school year, CUPHD will be presenting at Rantoul as well as Fisher. She expects to  
62 return to Rise Academy and will reach out to Ludlow and Thomasboro again. She anticipates presenting  
63 a budget request at the August meeting.

64  
65 Dr. Jones stated that the Board will need to know the status of the fund balance to be able to  
66 vote on budget requests in August. The Board previously approved additional funding for Promise  
67 Healthcare’s dental recruitment process as well as funding for the County sex education program. There  
68 is a standing line item in the budget of \$50,000 for the Promise Healthcare dental program serving  
69 County children.

70  
71 **Old Business**

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73 Ms. Pryde noted that CUPHD was finished with their portion of the long-term care bed analysis  
74 for Champaign County. The group presented findings to the Champaign County Board and is working  
75 with a consultant.

76  
77 **Other Business**

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79 Mr. Thies made a motion to continue with the current officers of the Champaign County Board  
80 of Health: Dr. Krista Jones, President; Mr. David Thies, Vice President; and Ms. Cathy Emanuel,  
81 Secretary/Treasurer. Dr. Vura-Weis seconded the motion. With all in favor, the motion carried.

82  
83 Dr. Hick and Dr. Vura-Weis completed their term with the Champaign County Board of Health  
84 and this was their last meeting. Dr. Hick stated that she may want to return in a year.

85  
86 A budget request for general dental service support for January 1, 2025 – December 31, 2025, in  
87 the amount of \$50,000 and a budget request for dental practitioner recruiting focus for January 1, 2025  
88 – December 31, 2025, in the amount of \$25,000 has been presented to the Board for consideration by  
89 Promise Healthcare. These items will be voted on at the August meeting.

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92 *Champaign County Board of Health – June 25, 2024*

93 *Page 3*

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95 **Public Participation on Non-Agenda Items**

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97 None.

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99 **Next Meeting**

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101 The next meeting of the Champaign County Board of Health will be Tuesday, August 20, 2024, at  
102 5:00 PM.

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104 **Adjournment**

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106 With no further business, Mr. Thies made a motion to adjourn the meeting at 6:04 PM.

107 Dr. Reifsteck seconded the motion. With all in favor, the meeting was adjourned.



<b>Appendix B</b>	
<b>CUPHD FY2025 Budget Proposal 1/1/25 to 12/31/25 to the Champaign County Board of Health</b>	
	Fee for Service
	Emergency Non-Contract Items Approved by CBOH Chair@
<b>Revenue</b>	
Property Taxes	
Food Permits, Temporary Food Permits & Plan Review Fees	
Private Sewage Permits	
Well Testing Fees (Public Water System Supervision)	
Well Water Permits	
IDPH - Comprehensive Health Protection Grant	
- <b>Yellow Fields Only</b>	
IDPH Emergency Preparation Grant	
IDPH Tobacco Free Grant	
IDPH Strengthening Public Health Administration Grant	
Other Income	
County Admin budgeted - Other Income	
County Admin budgeted - Interest Income	
<b>TOTAL REVENUE</b>	-
Transfer from Fund Balance-Smile Healthy Recruitment	
Transfer from Fund Balance-Additional Services (Sex Ed)	
Transfer from Fund Balance-EMERGENCIES ONLY <=\$15,000	15,000.00
<b>Transfer from Fund Balance</b>	15,000.00
<b>TOTAL REVENUE PLUS FUND BALANCE TRANSFER</b>	15,000.00
<b>Expenses</b>	
Personnel <b>FORMULA</b>	
Life Insurance	
FICA & Medicare	
IMRF	
Unemployment Insurance	
Employers Share Group Health Insurance	
Workers Compensation Ins	
Retention Expenses	
<b>Total Personnel</b>	-
Stationary and Printing	
Photocopying	
Office Supplies	
Operations Supplies	
Postage	
Medical Supplies	
Other Supplies	
Equipment under \$5000	
<b>Total Supplies</b>	-
Advertising	
Telecommunications	
Other Travel	
Other Contractual Services	
Business Meals Expense	
Lodging	
Travel	
Patient Care and Client Assistance	
CUPHD Preventative Services of Sex Ed in County Schools	
Software License and Maintenance	
Dues and Licenses	
Conferences and Training	
Miscellaneous Expenses	
Employee License Reimbursement	
<b>Total Contractual</b>	-
Capital Outlay	
Furnishings and Office Equipment	
Indirect Costs (10% per grant agreement)	
Indirect Costs (Occupancy, Information Technology, etc.)	-
<b>Total Indirect Costs</b>	-
EMERGENCIES ONLY <=\$15,000	15,000.00
<b>EMERGENCIES ONLY &lt;=\$15,000</b>	15,000.00
<b>TOTAL EXPENSES PLUS EMERGENCY ONLY FUND</b>	15,000.00
Smile Healthy	
County ERP	
Smile Healthy Recruitment for Dentists	
<b>TOTAL EXPENSES with Smile Healthy</b>	
	ENTER
<b>MANUALLY ENTER FY25 Contract-12 months</b>	15,000.00
<b>MANUALLY ENTER FY24 Contract -12 months</b>	15,000.00
<b>% CHANGE</b>	100.0%

**Promise Healthcare**  
**Child Dental Access Program**  
**---General Support Request---**  
**Champaign County Board of Health**  
**2025 Program Narrative and Budget**  
**January 1, 2025 – December 31, 2025**

Promise Healthcare (PHC) will provide comprehensive dental care for low-income children who reside in Champaign County and outside of the Champaign/Urbana city limits in order to maximize the number of children who have access to oral health care by providing the following services:

- Dental home services for children provided through PHC’s Frances Nelson Medical Center and Urbana School Health Center dental clinics, to include the addition of oral health care for children ages 0-5
- Outreach to Champaign County Head Start programs with oral health education, fluoride treatments and exams

With the support of the Champaign County Board of Health grant, Promise Healthcare expects to serve a total 810 low-income, unduplicated Champaign County children through our oral health care program in 2025. We anticipate that 30% of these children (243) will reside outside of the Champaign/Urbana city limits and be Champaign County residents.

Promise Healthcare is proposing a program for the coming year that continues to be focused on rebuilding our pediatric oral health program post-COVID, so that the health center can again become the primary community oral health care provider for low-income children who reside in Champaign County. Promise Healthcare respectfully requests \$50,000 in order to support these efforts.

The following programs and services will be made possible with the support of Champaign County Board of Health funding:

Child Dental Health Care Access

Promise Healthcare will focus on rebuilding our pediatric oral health program that has been restricted in the past few years due to the COVID-19 health pandemic. In order to serve the needs of low-income children who reside in Champaign County, PHC is working diligently to recruit and hire dentists, dental hygienists and dental assistants to support pediatric oral health care. PHC has been very limited in its ability to serve young children ages 0-5 due to a lack of dental provider on staff that has the expertise to serve this age group. PHC is pleased to begin serving this population again, filling a critical gap in Champaign County oral health care for our youngest residents. Oral health care services will be provided at PHC’s primary dental clinic at the Frances Nelson Medical Center in Champaign and at the Urbana School Health Center in order to create / maintain a dental home. Promise Healthcare anticipates serving a total of 810 unduplicated children in CY25 that will be re-engaged into the dental clinic following the COVID-19 pandemic. In addition, PHC plans to provide oral health access to dental sealants in 6 schools in Champaign County throughout the next school year (3 schools in the fall and 3 schools in the spring). Measure: The \$50,000 Champaign County Board of Health investment



will support a part-time Dental Assistant that will assist in re-engaging at least 100 low-income children who reside in Champaign County and outside of the Campaign/Urbana city limits into the dental clinic.

County Head Start Program Outreach

Promise Healthcare plans to visit Head Start programs throughout Champaign County to provide oral health education, fluoride treatments and dental exams. The outreach reaches low-income children at a convenient location to provide preventive oral health tactics, education and examinations. Measure: 1 visit per month, for a total of 12 visits in CY24.

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Thank you to the Champaign County Board of Health and County Board for your continued support and commitment to the oral health for low-income children in Champaign County. Should you have any questions or need additional information, please do not hesitate to contact Jennifer Henry, Chief Executive Officer, [jhenry@promisehealth.org](mailto:jhenry@promisehealth.org).

**Promise Healthcare  
 Child Dental Access Program  
 ---General Support Request---  
 Champaign County Board of Health  
 Fiscal Year 2025 Budget Proposal  
 January 1, 2025 – December 31, 2025**

For the consideration of the Champaign County Board of Health, Promise Healthcare respectfully submits two different budgets that would both support the same work proposed in the narrative and through the outlined measures. Please reference a separate proposal for “Dental Practitioner Recruiting Focus” to view the other proposed budget.

**Child Dental Access – Staffing Support and Oral Health Supplies**

Champaign County Board of Health funding will support PHC costs to cover a small portion of dental team members’ salary and fringe benefits to support uncompensated care to low-income, uninsured children. All of these funds will support children who reside in Champaign County and outside of the Champaign/Urbana city limits.

Personnel (Dentist, Dental Hygienist, Dental Assistant, Office Support)	\$39,350
Fringe (FY23 @ 26% of wages)	<u>\$10,231</u>
<b>Personnel Subtotal</b>	<b>\$49,581</b>
Dental Supplies (children’s dental kits to include tooth brush, tooth paste and floss)	\$419
<b>Supplies Subtotal</b>	<b>\$419</b>
<b>Total</b>	<b>\$50,000</b>

**Promise Healthcare**  
**Child Dental Access Program**  
**---Dental Practitioner Recruiting Focus---**  
**Champaign County Board of Health**  
 2025 Program Narrative and Budget  
 January 1, 2025 – December 31, 2025

Promise Healthcare (PHC) will provide comprehensive dental care for low-income children who reside only in Champaign County and outside of the Champaign/Urbana city limits in order to maximize the number of children who have access to oral health care by providing the following services:

- Dental home services for children provided through PHC’s Frances Nelson Medical Center and Urbana School Health Center dental clinics, to include the addition of oral health care for children ages 0-5
- Outreach to Champaign County Head Start programs with oral health education, fluoride treatments and exams

With the support of the Champaign County Board of Health grant, Promise Healthcare expects to serve 810 low-income, unduplicated Champaign County children through our oral health care program in 2024. We anticipate that 30% of these children (243) will reside outside of the Champaign/Urbana city limits and be Champaign County residents. The Champaign County Board of Health will specifically support our efforts by offsetting a portion of the recruitment costs for dentists and dental hygienists that we must recruit to serve these children with oral health care.

Promise Healthcare is proposing a program for the coming year that is focused on rebuilding our pediatric oral health program post-COVID, so that the health center can again become the primary community oral health care provider for low-income children who reside in Champaign County. Promise Healthcare respectfully requests \$25,000 in order to support these efforts to aid in our recruitment of local dental providers. The challenge of recruiting dental providers has become a major hurdle to re-building our dental program post COVID-19 as dentists and dental hygienists are extremely hard to recruit for and hire in the new workforce environment. Promise Healthcare has successfully recruited several dental providers in the last year and still needs to fill additional Dentist and Dental Hygienist positions. We hired a temporary Dentist who will be leaving in June/July for our Francis Nelson Health Center as well as our Dental Director position, which became vacant in December 2023. In addition, senior leadership has worked diligently to purchase and outfit a new dental clinic location, Kirby Dental Clinic, that was scheduled to open in March 2024 and has been delayed due to recruiting challenges of having enough dental staff to open the site. Promise Healthcare is currently recruiting for a Dentist and two Dental Hygienists for our Kirby Dental Clinic as well as a Dental Hygienist for our school-based health centers. It is imperative that we hire Dental Hygienists to support our dental team as dental clinics are simply not sustainable with a Dentist alone. They are a very expensive position and we need at least two public health Dental Hygienists to pair with every Dentist to increase productivity and ensure the dental department is financially solvent. Public health

Dental Hygienists are able to do a patient's initial exam without a dentist as well as provide certain treatment without a dentist in the facility, which allows our dental teams to be much more productive than with regular Dental Hygienists or a Dentist alone.

We have contacted numerous dental providers nationally in an attempt to recruit a new dentist and/or dental hygienist for our clinics. In addition, we have sent letters to 100+ regional dentists. It is a huge expense to reach out and contact all of these providers and Promise Healthcare is spending a considerable amount of money flying potential candidates to Champaign along with their spouses to interview for the positions and paying for lodging and travel expenses. In addition, if a candidate were interested in the position, Promise Healthcare would need to offer at least a \$15,000 sign-on bonus just to be somewhat competitive in the marketplace and ensure the new candidate would accept the position. Many other health systems are offering significantly higher sign-on bonuses as well as temporary housing and other benefits to accepting a position. In addition, Promise Healthcare has raised its Dental Hygienist salary to be more competitive in the marketplace.

The following programs and services will be made possible with the support of Champaign County Board of Health recruitment funding:

#### Child Dental Health Care Access

Promise Healthcare will focus on rebuilding our pediatric oral health program that has been restricted due to the COVID-19 health pandemic. In order to serve the needs of low-income children who reside in Champaign County, PHC is working diligently to recruit and hire dentists, dental hygienists and dental assistants to support pediatric oral health care. PHC has just recently been able to serve young children ages 0-5 due to a lack of dental provider on staff that has the expertise to serve this age group. PHC is pleased to begin serving this population again, filling a critical gap in Champaign County oral health care for our youngest residents. Oral health care services will be provided at PHC's primary dental clinic at the Frances Nelson Medical Center in Champaign and at the Urbana School Health Center in order to create / maintain a dental home. Promise Healthcare anticipates serving a total of 810 unduplicated children in CY25 that will be re-engaged into the dental clinic following the COVID-19 pandemic. Measure: The requested funds will support 30% of the cost of recruiting and hiring new dental providers.

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Thank you to the Champaign County Board of Health and County Board for your continued support and commitment to the oral health for low-income children in Champaign County. Should you have any questions or need additional information, please do not hesitate to contact Jennifer Henry, Chief Executive Officer, [jhenry@promisehealth.org](mailto:jhenry@promisehealth.org).

**Promise Healthcare**  
**Child Dental Access Program**  
**---Dental Practitioner Recruiting Focus---**  
**Champaign County Board of Health**  
**2025 Budget Proposal**  
**January 1, 2025 – December 31, 2025**

For the consideration of the Champaign County Board of Health, Promise Healthcare respectfully submits two different budgets that would both support the same work proposed in the narrative and through the outlined measures. Please reference a separate proposal for “General Support Request” to view the other proposed budget.

**Child Dental Access – Dental Practitioner Recruiting Focus**

PHC is experiencing significant workforce challenges in our current recruiting and retention of dental health care staff landscape due to national workforce shortages, as well as difficulties in recruiting qualified individuals interested in moving to Champaign County. According to the HRSA Health Professional Shortage Area (HPSA) score, PHC’s service area has a score of 25 out of 26, which is almost the highest score possible and represents an exceptionally great need for dental health practitioners in Champaign County. Additionally, the HPSA web page reports that 16.15 FTE dental practitioners are needed to serve the low-income population in Champaign County. PHC will continue to recruit and hire additional dental practitioners (dentists and/or dental hygienists) in CY25 in order to support a comprehensive staffing plan and as the demand for oral health services expands.

<b>Recruitment Costs (Sign-on Bonuses) for Three New Dental Practitioners</b> <i>(Dentist and/or Dental Hygienist) to include a sign-on bonus of \$15,000 for each provider to accept a position at Promise Healthcare (\$15,000 x 3 dental providers (Funds will only cover the portion of staff time allocated towards Champaign County [outside of city limits] residents)</i>	<b>\$12,500</b>
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<b>Recruitment Costs (Interview, Travel)</b> <i>to identify and interview potential dental providers (Dentist and/or Dental Hygienist) for positions. This includes approximately \$15,000/candidate x 3 candidates to cover the costs of identifying the candidate and encouraging them to apply for the position, flights for the candidate and their spouse, lodging and travel expenses while in Champaign County for the interview, relocation assistance, etc. (Funds will only cover a portion of the costs)</i>	<b>\$12,500</b>
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<b>Total Request to Support Recruitment Costs</b>	<b>\$25,000</b>
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**Grantee Name:** Champaign-Urbana Public Health District  
**FEIN:** 37-6005435  
**Grant Agreement Number:** N/A

Description (Category)	Requested Amount	Narrative (Justification)
Personal Services (Incl Salary & Wages)	\$ 16,564.28	Health Educators Alyx, Kami, and Stephanie will facilitate the programming in County schools. Karen will oversee the program and budget.
Fringe Benefits	\$ 5,607.75	All full time employees are entitled to FICA, IMRF, health insurance, life insurance, unemployment insurance, and workers' compensations (group insurance). Actual fringe benefits are based on time of personnel working on program.
Travel	\$ 3,321.86	Health Educators will travel from CUPHD to the schools for each lesson.
Supplies	\$ 1,778.84	We will print handouts, rosters and other program materials in house. We will purchase program specific materials to enrich the program's facilitation.
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 27,272.73</b>	
Indirect Expenses	\$ 2,727.27	Our organization has never received a Negotiated Indirect Cost Rate Agreement from the federal government and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of IL awards pursuant to 2CFR200.414(C)(4)(f) and 200.68.
<b>TOTAL EXPENDITURES</b>	<b>\$ 30,000.00</b>	

Submitted By: Whitney Greger  
 Date: 8/2/2024

Contact Information: wgreger@c-uphd.org, 217-531-2914



<b>Champaign County Board of Health</b>			
<b>Monthly Report for</b>		<b>June 2024</b>	
Total number of children seen from all programs this month: <b>369</b>		#Served Champaign/Urbana= <b>240</b> #Served Outside of Champaign/ Urbana= <b>129</b> or <b>35%</b>	
Total number of unique pediatric dental patients in BOH Fiscal Year:	<b>1483</b>	#Served Champaign/Urbana= <b>930</b> #Served Outside of Champaign / Urbana= <b>553</b> or <b>37%</b>	
Breakdown of current month of patients for all programs by town:			
Champaign:	<b>144</b>	Savoy	<b>10</b>
• 61820	<b>57</b>	St. Joseph	<b>2</b>
• 61821	<b>67</b>	Thomasboro	<b>0</b>
• 61822	<b>20</b>	Tolono	<b>3</b>
• 61824	<b>0</b>	Urbana:	<b>97</b>
• 61826	<b>0</b>	• 61801	<b>36</b>
Ludlow	<b>0</b>	• 61802	<b>61</b>
Rantoul	<b>54</b>	Other/Unknown	<b>59</b>
Breakdown of services provided for current month:			
Nitrous Oxide	<b>8</b>	Sealant	<b>73</b>
Extraction	<b>44</b>	Fluoride	<b>154</b>
Pulpotomy	<b>0</b>	Prophylaxis	<b>182</b>
Stainless Steel Crown	<b>9</b>	X-rays	<b>264</b>
Fillings	<b>78</b>	Exams	<b>222</b>
Silver Diamine Fluoride	<b>11</b>		

#### Narrative

##### Workforce/Staffing

We have a job posting for a dental supervisor and have had one introductory interview with a candidate and a follow up onsite interview scheduled the week of July 8, 2024. We have two more applicants that we are reviewing.

We had a dentist who signed a contract in the fall of 2023 to join us this fall (2024). Unfortunately, this candidate had family issues that will prevent her from joining us and her contract was nullified at her request.

We have job postings for dentists and dental hygienists in several locations including: Indeed, 3RNet, National Association of Community Health Centers (NACHC) and Illinois Primary Health Care Association (IPHCA). Promise will sustain our recruitment program for our dental depart to keep up with patient demand for services.

We are developing our public health hygiene program and scheduling times to provide school dental exams, cleanings, fluoride & dental sealants at schools outside of Champaign/Urbana but within Champaign County. We have hired consultants to help expand our public dental hygiene program in Champaign County. We intend to expand our program and build an effective infrastructure to support the oral health needs of students. Our staff and consultants are building relationships/collaborations with Champaign County public schools to offer information about the program and work to establish dates for future services.

We have a Back-To-School event planned at our Rantoul Clinic on July 25<sup>th</sup> from 8:30am to 3:30pm and on August 9<sup>th</sup> from 8am to 3:30pm. We will staff these events with one of our public health dental hygienists and a dental assistant. Pursuant to 105 ILCS 5/27-8.1(1.5), all children in kindergarten, second, and sixth grades of any public, private, or parochial school must have a dental examination and must submit proof of that dental examination before May 15<sup>th</sup> of the school year. We will offer priority scheduling to those children who are behind with this requirement or those who will be due this year. We have worked diligently to make sure the communities and our patients are aware of this event but could use any assistance to make sure that the word is spread. Dental services at the Urbana School-based health Center have been reassigned to Bloomington Road at our larger Frances Nelson Clinic for the summer and an evaluation of program and staffing will continue.

National Health Center Week- Patient Appreciation Family Fun event at Promise-Rantoul on the JW Eater Middle School Campus. Friday August 9<sup>th</sup> from 10 a.m. to 4:00 p.m.



819 Bloomington Road • Champaign, IL 61820  
(217) 359-7404 Mobile/Head Start • (217) 403-5477 Dental Center  
[www.promisehealth.org](http://www.promisehealth.org)



<b>Champaign County Board of Health</b>			
<b>Monthly Report for</b>		July 2024	
Total number of children seen from all programs this month: <b>386</b>		#Served Champaign/Urbana= <b>238</b> #Served Outside of Champaign / Urbana= <b>148</b> or <b>38%</b>	
Total number of unique pediatric dental patients in BOH Fiscal Year:	<b>1701</b>	#Served Champaign/Urbana= <b>1062</b> #Served Outside of Champaign / Urbana= <b>639</b> or <b>38%</b>	
Breakdown of current month of patients for all programs by town:			
Champaign:	<b>133</b>	Savoy	<b>5</b>
• 61820	<b>55</b>	St. Joseph	<b>5</b>
• 61821	<b>56</b>	Thomasboro	<b>1</b>
• 61822	<b>22</b>	Tolono	<b>2</b>
• 61824	<b>0</b>	Urbana:	<b>105</b>
• 61826	<b>0</b>	• 61801	<b>37</b>
Ludlow	<b>0</b>	• 61802	<b>68</b>
Rantoul	<b>78</b>	Other/Unknown	<b>57</b>
Breakdown of services provided for current month:			
Nitrous Oxide	<b>1</b>	Sealant	<b>63</b>
Extraction	<b>33</b>	Fluoride	<b>187</b>
Pulpotomy	<b>1</b>	Prophylaxis	<b>210</b>
Stainless Steel Crown	<b>6</b>	X-rays	<b>323</b>
Fillings	<b>42</b>	Exams	<b>215</b>
Silver Diamine Fluoride	<b>7</b>		

#### Narrative

Promise Health Care (PHC) comprises an exceptional team of dentists and dedicated support staff committed to serving our communities' dental needs. Our experienced workforce is adept at caring for school-aged children, ensuring their comfort and providing education to promote good oral health. PHC has made progress in selecting a dental supervisor and eagerly anticipates making a final selection very soon.

Recruiting key positions is crucial for sustaining and expanding our dental team and our program. We actively post openings for dentists and dental hygienists across various platforms including Indeed, 3RNET, the National Association of Community Health Centers (NACHC) and the Illinois Primary Health Care Association (IPHCA). PHC remains committed to exploring additional recruitment programs to meet our community's demand for dental services.

Recruiting dentists and dental hygienists for PHC can be very challenging. A significant challenge<sup>16</sup> is supporting financial attractiveness. Working at PHC may seem less financially attractive to new dentists burdened with high student debt compared to private practice. We work diligently to remain as competitive as we can with salaries. We just completed our annual salary review and made some significant changes to our base range to be more attractive to new dentists.

We are an approved site for National Health Service Corp loan repayment and scholarship program. New dentists/dental hygienists could qualify for up to \$50,000 in loan repayment over two years and a new Spanish language oral proficiency award was added for up to \$5,000 that is awarded one time. These applications are reviewed and approved by Health Resources and Services Administration (HRSA) with applications awarded to the highest needs area first. HRSA assigns the scores. The score range is between 0-26, the lower the score the lower the need. Our organization has a score of 25 for dental – so applications from dentists wanting to work with us would have a very good chance of receiving the award. No other location in Illinois has a higher dental need score than PHC.

PHC is dedicated to enhancing our public health hygiene program. We are scheduling screenings, exams, cleanings, fluoride treatments, and dental sealants at schools within Champaign County but outside of Champaign/Urbana. To support this initiative, PHC has engaged with highly skilled dental consultants to help guide us in expanding this program. We are working to create an effective infrastructure to address students' oral health needs. Our staff and consultants are actively collaborating with Champaign County public schools, providing information about the program and working to establish future service dates.

PHC hosted a Back-To-School event at our Rantoul Clinic on July 25<sup>th</sup>, where 25 patients received back-to-school dental exams. We are also gearing up for another round of back-to-school dental exams on August 9<sup>th</sup> at our Rantoul Clinic. The time for this event is 8:30 AM to 3:30 PM. These events are staffed by one of our dedicated public health dental hygienists and a dental assistant.

Additionally, as part of National Health Center Week, which typically falls in the first full week of August each year, PHC has chosen to celebrate with a Patient Appreciation Family Fun event at Promise-Rantoul. This event will be held on the campus of J.W. Eater Middle School in Rantoul on Friday, August 9<sup>th</sup> from 10 AM to 4:00 PM.

819 Bloomington Road • Champaign, IL 61820  
(217) 359-7404 Mobile/Head Start • (217) 403-5477 Dental Center  
[www.promisehealth.org](http://www.promisehealth.org)



**Invoice**

**Promise Health**  
819 Bloomington Rd.  
Champaign, IL 61820

Invoice no. : 100208  
Reference no. : June 2024  
CCBOH  
Date : 06/30/2024  
**Due date : 07/30/2024**

**Bill to:** Champaign County Board of Health  
Attn: Champaign County Board of Health  
201 W. Kenyon Road  
Champaign, IL 61820  
United States

Total amount : \$6,249.99  
**Total due: \$6,249.99**

Description or memo	Amount
June 2024 CCBOH	\$6,249.99
	<b>Total amount: \$6,249.99</b>

**Promise Health**  
819 Bloomington Rd.  
Champaign, IL 61820  
United States

Total due: **\$6,249.99**

Customer ID: C00003  
Invoice no: I00208

Amount enclosed:

**Bill to:** Champaign County Board of Health  
Attn: Champaign County Board of Health  
201 W. Kenyon Road  
Champaign, IL 61820  
United States

**Remit to:** **Promise Health**  
United States



**Invoice**

**Promise Health**  
819 Bloomington Rd.  
Champaign, IL 61820

Invoice no. : I00221  
Reference no. : July 2024  
CCBOH  
Date : 07/31/2024  
**Due date : 08/30/2024**

**Bill to:** Champaign County Board of Health  
Attn: Champaign County Board of Health  
201 W. Kenyon Road  
Champaign, IL 61820  
United States

Total amount : \$6,249.99  
**Total due: \$6,249.99**

Description or memo	Amount
July 2024 CCBOH	\$6,249.99
<b>Total amount:</b>	<b>\$6,249.99</b>

**Promise Health**  
819 Bloomington Rd.  
Champaign, IL 61820  
United States

Total due: **\$6,249.99**

Customer ID: C00003  
Invoice no: I00221

Amount enclosed:

**Bill to:** Champaign County Board of Health  
Attn: Champaign County Board of Health  
201 W. Kenyon Road  
Champaign, IL 61820  
United States

**Remit to:** **Promise Health**  
United States

Invoice Number:	2405
Date of Invoice:	June 25, 2024
Billing Period:	May 2024

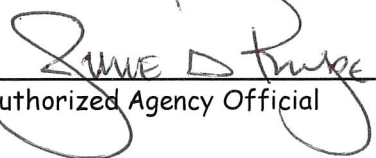
To:  
 Champaign County Public Health Department  
 1776 East Washington Street  
 Urbana, Illinois 61802

For the Following Expenses:

502001 - Professional Services - LHPG Communicable Disease	\$	6,153.57
502001 - Professional Services - LHPG Disease Intervention	\$	14,600.32
502001 - Professional Services - LHPG Tuberculosis	\$	3,104.58
502001 - Professional Services - LHPG Food	\$	25,203.90
502001 - Professional Services - LHPG Water	\$	4,375.74
502001 - Professional Services - LHPG Sewage	\$	7,671.83
502001 - Professional Services - Administration	\$	17,031.09
502025 - Contributions and Grants - PHEP Grant	\$	3,770.22
502025 - Contributions and Grants - TFC Grant	\$	-
502025 - Contributions and Grants - Body Art Grant	\$	-
502025 - Contributions and Grants - Perinatal Hep B Grant	\$	-
502025 - Contributions and Grants - Tanning Inspection Grant	\$	-
502025 - Contributions and Grants - Tick Surveillance Grant	\$	-
502025 - Contributions and Grants - Vector Surveillance & Control Grant	\$	-
502025 - Contributions and Grants - Strengthening IL Public Health Admin.	\$	-
502001 - Professional Services - Preventative Services	\$	1,677.38
502001 - Professional Services - County Well Water Testing	\$	462.74
<b>Total Amount Due to CUPHD per Contract</b>	<b>\$</b>	<b>84,051.37</b>

**CERTIFICATION:**

I hereby certify that the amounts billed above agree with the approved budget; that appropriate purchasing procedures have been followed, and that reimbursement has not previously been requested or received.

  
 \_\_\_\_\_  
 Authorized Agency Official

Invoice Number:	2406
Date of Invoice:	July 30, 2024
Billing Period:	June 2024

To:

Champaign County Public Health Department  
1776 East Washington Street  
Urbana, Illinois 61802

For the Following Expenses:

502001 - Professional Services - LHPG Communicable Disease	\$	6,153.57
502001 - Professional Services - LHPG Disease Intervention	\$	14,600.32
502001 - Professional Services - LHPG Tuberculosis	\$	3,104.58
502001 - Professional Services - LHPG Food	\$	25,203.90
502001 - Professional Services - LHPG Water	\$	4,375.74
502001 - Professional Services - LHPG Sewage	\$	7,671.83
502001 - Professional Services - Administration	\$	17,031.09
502025 - Contributions and Grants - PHEP Grant	\$	6,219.99
502025 - Contributions and Grants - TFC Grant	\$	9,509.71
502025 - Contributions and Grants - Body Art Grant	\$	-
502025 - Contributions and Grants - Perinatal Hep B Grant	\$	536.87
502025 - Contributions and Grants - Tanning Inspection Grant	\$	-
502025 - Contributions and Grants - Tick Surveillance Grant	\$	1,378.93
502025 - Contributions and Grants - Vector Surveillance & Control Grant	\$	4,403.55
502025 - Contributions and Grants - Strengthening IL Public Health Admin.	\$	-
502001 - Professional Services - Preventative Services	\$	88.97
502001 - Professional Services - County Well Water Testing	\$	320.20
<b>Total Amount Due to CUPHD per Contract</b>	<b>\$</b>	<b>100,599.25</b>

## CERTIFICATION:

I hereby certify that the amounts billed above agree with the approved budget; that appropriate purchasing procedures have been followed, and that reimbursement has not previously been requested or received.

  
\_\_\_\_\_  
Authorized Agency Official



**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, Department of Public Health  
AND  
Champaign, County of**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Champaign, County of (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

**PART ONE – THE UNIFORM TERMS**

<b>Article I</b>	<b>Definitions</b>
<b>Article II</b>	<b>Award Information</b>
<b>Article III</b>	<b>Grantee Certifications and Representations</b>
<b>Article IV</b>	<b>Payment Requirements</b>
<b>Article V</b>	<b>Scope of Award Activities/Purpose of Award</b>
<b>Article VI</b>	<b>Budget</b>
<b>Article VII</b>	<b>Allowable Costs</b>
<b>Article VIII</b>	<b>Lobbying</b>
<b>Article IX</b>	<b>Maintenance and Accessibility of Records; Monitoring</b>
<b>Article X</b>	<b>Financial Reporting Requirements</b>
<b>Article XI</b>	<b>Performance Reporting Requirements</b>
<b>Article XII</b>	<b>Audit Requirements</b>
<b>Article XIII</b>	<b>Termination; Suspension; Non-compliance</b>
<b>Article XIV</b>	<b>Subcontracts/Subawards</b>
<b>Article XV</b>	<b>Notice of Change</b>
<b>Article XVI</b>	<b>Structural Reorganization and Reconstitution of Board Membership</b>
<b>Article XVII</b>	<b>Conflict of Interest</b>
<b>Article XVIII</b>	<b>Equipment or Property</b>

<b>Article XIX</b>	<b>Promotional Materials; Prior Notification</b>
<b>Article XX</b>	<b>Insurance</b>
<b>Article XXI</b>	<b>Lawsuits and Indemnification</b>
<b>Article XXII</b>	<b>Miscellaneous</b>
<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Deliverables or Milestones</b>
<b>Exhibit C</b>	<b>Contact Information</b>
<b>Exhibit D</b>	<b>Performance Measures and Standards</b>
<b>Exhibit E</b>	<b>Specific Conditions</b>

**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**



The Parties or their duly authorized representatives hereby execute this Agreement.

Illinois Department of Public Health

Champaign, County of

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

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

Signature of Director: Sameer Vohra,  
MD, JD, MA

Signature of Authorized Representative

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

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

Signature of Designee

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

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

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

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

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

E-mail : \_\_\_\_\_

Designee

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

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

Signature of Second Grantor Approver,  
if applicable

Signature of Second Grantee Approver,  
if applicable

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

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

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

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

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

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

Second Grantor Approver

Second Grantee Approver  
(optional at Grantee's discretion)

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

Signature of Third Grantor Approver,  
if applicable

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

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

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

Third Grantor Approver

## PART ONE – THE UNIFORM TERMS

### ARTICLE I DEFINITIONS

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Award" has the same meaning as in 44 III. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 III. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 III. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing 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 III. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 III. Admin. Code 7000.30.

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. Admin. Code 7000.30.

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

"Grantee Portal" has the same meaning as in 44 III. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 III. Admin. Code 7000.30.

"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 III. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 III. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 III. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

"Program" is used interchangeably with "Project."

"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.

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

"SAM" - has the same meaning as in 44 Ill. Admin. Code 7000.30

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

## ARTICLE II AWARD INFORMATION

- 2.1. Term. This Agreement is effective on July 1, 2024 and expires on June 30, 2025 (the Term), unless terminated pursuant to this Agreement.
- 2.2. Amount of Agreement. Grant Funds shall not exceed \$62,726.00, of which \$62,726.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.
- 2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):
- 2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NU90TP922056, the federal awarding agency is Department of Health and Human Services, Centers for Disease Control and Prevention, and the Federal Award date is 05/06/2024. If applicable, the Assistance Listing Program Title is Public Health Emergency Preparedness and Assistance Listing Number is 93.069. The Catalog of State Financial Assistance (CSFA) Number is 482-00-0263 and the CSFA Name is Public Health Emergency Preparedness. If applicable, the State Award Identification Number (SAIN) is 57180009L.

## ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

- 3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and XAB2MEYN7427 is

Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

- 3.2. Tax Identification Certification. Grantee certifies that: 37-6006910 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Government Entity. 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.
- 3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).
- 3.4. Representations and Use of Funds. 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.
- 3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.
  - (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 2012 (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.
  - (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

- (e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
- (f) **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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.
- (h) **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.).
- (i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders 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.).
- (j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).
- (k) **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.
- (l) **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 must maintain, for a minimum of six (6) years, all protected health information.
- (m) **Criminal Convictions.** Grantee certifies that:
- (i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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; and
  - (ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

- (n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.
- (o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).
- (p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply 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: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- (q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

#### ARTICLE IV PAYMENT REQUIREMENTS

- 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 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 must 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 Paragraph will be effective upon the date of the written notice unless otherwise indicated.
- 4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.
- 4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure

or obligation, unless Grantor permits a longer period in **PART TWO OR PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

- 4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.
- 4.5. Payments to Third Parties. Grantor will 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.
- 4.6. 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 Grant 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 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. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.
- 4.7. Interest.
- (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
- (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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.
- 4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):
- 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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD**

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).
- 5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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.
- 5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI**  
**BUDGET**

- 6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, 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 must 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.
- 6.3. 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. 44 Ill. Admin. Code 7000.370(b)(7).

**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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.
- 7.2. Indirect Cost Rate Submission.
- (a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and *de minimis* Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

- (b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(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 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must 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.
- (d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. 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 708/97, Grantee must use reasonable efforts to ensure

that funding streams are delineated within Grantee's accounting system. 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

- (c) **Internal Control.** Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. **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).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

## ARTICLE VIII LOBBYING

- 8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 8.2. Federal Form LLL. If any federal 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.
- 8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.
- 8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor
- 8.6. 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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

- 9.1. Records Retention. Grantee must 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 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.
- 9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code

7000.430(f), must 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, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

- 9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 9.4. 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, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, 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 200.329 and 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

## ARTICLE X FINANCIAL REPORTING REQUIREMENTS

- 10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.
- 10.2. Financial Close-out Report.
- (a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 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 200.345.
- 10.3. 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. 44 Ill. Admin. Code 7000.80.

**ARTICLE XI**  
**PERFORMANCE REPORTING REQUIREMENTS**

- 11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.
- 11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: 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 and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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.

**ARTICLE XII**  
**AUDIT REQUIREMENTS**

- 12.1. 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.
- 12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.
- (a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.
  - (b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.
  - (c) The CYEFR must follow a format prescribed by Grantor.
- 12.3. Entities That Are Not "For-Profit".
- (a) This Paragraph applies to Grantees that are not "for-profit" entities.

- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) 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 issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:
- (i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, 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 E** based on Grantee's risk profile.
- (ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, 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 must 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 State-issued Awards.
- (iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

#### 12.4. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in

2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.
- (d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) 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 200.340(a)(4).
- (c) This Agreement may be terminated, in whole or in part, by Grantor:
  - (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 Award; or
  - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

- 13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, 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 200.208. 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 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.
- 13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.
- 13.5. Effects of Suspension and Termination.
- (a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
  - (b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:
    - (i) 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 prematurely. 2 CFR 200.343.
- 13.6. 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 200.340(d).

#### **ARTICLE XIV SUBCONTRACTS/SUB-GRANTS**

- 14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.
- 14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must

notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

- 14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## ARTICLE XV NOTICE OF CHANGE

- 15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).
- 15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.
- 15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.
- 15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

## ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

- 16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

## ARTICLE XVII CONFLICT OF INTEREST

- 17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.
- 17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

## ARTICLE XVIII EQUIPMENT OR PROPERTY

- 18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.
- 18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.
- 18.3. 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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.
- 18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.
- 18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to

the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

### **ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

- 19.1. Promotional and Written Materials. 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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
- 19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

### **ARTICLE XX INSURANCE**

- 20.1. Maintenance of Insurance. Grantee must 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**.
- 20.2. 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 must be surrendered to Grantor.

### **ARTICLE XXI LAWSUITS AND INDEMNIFICATION**

- 21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.
- 21.2. Indemnification and Liability.

(a)**Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b)**Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

## ARTICLE XXII MISCELLANEOUS

- 22.1. 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 Illinois Executive Order 15-09.
- 22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.
- 22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.
- 22.4. 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.
- 22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
- 22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.
- 22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.
- 22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin.

Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

- 22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).
- 22.10 Precedence.
- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.
- (b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.
- 22.11 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 control. 30 ILCS 708/80.
- 22.12 Headings. Articles 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.
- 22.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.
- 22.14 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 22.15 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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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 period of performance of this Agreement.

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



**EXHIBIT C  
CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Winfred Rawls  
Title:  
Address: 535 W. Jefferson, Springfield, IL  
62761-0002

**GRANTEE CONTACT**

Name: Julie Pryde  
Title: Administrator  
Address: 1776 E. Washington, Urbana, IL  
61802-4516

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: 1776 E. Washington, Urbana, IL  
61802-4516

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Winfred Rawls  
Title:  
Address: 535 W. Jefferson, Springfield, IL  
62761-0002  
Phone:  
TTY #:  
Fax #:  
E-mail Address:

**GRANTEE CONTACT**

Name: Julie Pryde  
Title: Administrator  
Address: 1776 E. Washington, Urbana, IL  
61802-4516  
Phone: (217) 531-5369  
TTY #:  
Fax #: (217) 531-5381  
E-mail Address: jpryde@c-uphd.org

**EXHIBIT D**  
**PERFORMANCE MEASURES AND STANDARDS**

- D.1. Grantee shall submit performance reports pursuant to Article XI of **PART ONE**.
- D.2. As set forth in **PART THREE**, performance reports shall be submitted . Performance reports shall include the following information:
- D.2.1. Pursuant to Section 11.3 of **PART ONE**:  
A comparison of actual accomplishments to the objectives of the award established for the period;
- D.3. Reporting Timelines.
- D.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.
- D.3.2. Close-out Performance Reports. Grantee shall submit a final close-out performance report within 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 calendar days following the effective date of termination.
- D.4. Failure to Report. Failure to submit required performance reports may cause a delay or suspension of funding.
- D.5. 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.

**EXHIBIT E**  
**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit E** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

E.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 not imposed.

## PART TWO – THE GRANTOR-SPECIFIC TERMS

### PART TWO – Grantor-Specific Terms

<b>Article XXIII</b>	<b>Definitions</b>
<b>Article XXIV</b>	<b>Additional Certifications</b>
<b>Article XXV</b>	<b>Services</b>
<b>Article XXVI</b>	<b>Expenditure, Billing, and Management of Funds</b>
<b>Article XXVII</b>	<b>Grant Fund Control Requirements</b>
<b>Article XXVIII</b>	<b>Incorporated Attachments</b>
<b>Article XXIX</b>	<b>General Provisions</b>

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

### ARTICLE XXIII DEFINITIONS

#### 23.1. Definitions

"Department". Illinois Department of Public Health.

"Equipment" Tangible, non-expendable, personal property.

"FSRA Report" Affidavit for reimbursement for grants executed 30-days after the grant start date.

"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.

"Grants Management System (GMS)" EGrAMS, Provide, or Amplifund software systems.

"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 award. 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.

"Order to Surrender" An order to surrender equipment and/or supplies purchased with Grant Funds for the purpose of carrying out the Award.

"Party" A signatory to this Agreement. A subcontractor or sub-grantee is not considered a Party

"Pre-Award Costs" Allowable costs incurred prior to the period of performance of a grant, before grant period begins.

"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 relating to the work or services performed under this Agreement.

"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-awardee.

"Sub-awardee" 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 period of performance of this agreement.

"Supplies" All tangible personal property other than Equipment.

"Term" Period of performance in 2.1, 4.6, 18.2, 20.1, and 22.4.

#### **ARTICLE XXIV ADDITIONAL CERTIFICATIONS**

- 24.1. The Grantee represents and warrants 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 XXV SERVICES**

- 25.1. Subcontracts. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, to fulfill any obligations under this Agreement unless a) approved pursuant to Section 14.1 of **PART ONE**; b) allowed pursuant to Section 25.1.1 of **PART TWO**, below; and c) the Grantee has submitted a Subcontractor and Sub-grantee Authorization Form as set forth in this section and received Prior Approval from the Grantor. The Grantor reserves the right to review all subcontracts at any time during the period of performance of the Agreement.
- 25.1.1 The Grantee in connection with the services described in Section 2.1 above, the Department will perform the following: 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 and (ii) received Prior Approval from the Department.
- 25.2. Subgrants. The Grantee will not use the services of a sub-awardee to fulfill any obligations under this Agreement unless approved pursuant to Section 14.1 of PART ONE and until the Grantee has submitted a Subcontractor and Sub-grantee Authorization Form as set forth in this Section and received Prior Approval from the Grantor. In addition, all sub-awardees 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 period of performance of the Agreement.
- 25.2.1 The Grantee shall assume responsibility for distribution of Grant Funds to any sub-awardees 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.
- 25.2.2 If applicable, no later than , Grantee shall execute subaward 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.
- 25.2.3 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-awardee not performing in accordance with the subaward agreement. The Grantee is responsible for monitoring, investigating, and taking any needed action related to the sub-awardee 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-awardee contract until any and all requirements of this Agreement are fulfilled.

- 25.2.4 Use of a subcontractor or sub-awardee 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 period of performance of the Agreement, and may be submitted as often as needed when new subcontractors and sub-awardees are identified.
- 25.2.5 Grantee must attach the IDPH Uniform Grant Agreement (UGA) to all Sub-awardee/Subgrantee Agreements.
- 25.2.6 The Grantee will not commingle funds between separate grants or subawards, even if the grants or subawards are related, or the same population is being served.

**ARTICLE XXVI**  
**EXPENDITURE, BILLING, AND MANAGEMENT OF FUNDS**

- 26.1. The Grantee will only 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-awardees, even if the subcontractors or sub-awardees are identified by name, does not constitute Prior Approval for the use of subcontractor or sub-awardee services or the expenditure of reimbursable funds for such services. Grantee shall utilize a Subcontractor and Sub-awardee Authorization Form to obtain Prior Approval for expenditures relating to subcontractors or sub-awardees pursuant to Section 14.1 of **PART ONE**. Expenditures made to subcontractors and sub-awardees shall not be reimbursed if services are provided before the Department grants Prior Approval for the use of such subcontractors or sub-awardees.
- 26.2. Pursuant to Section 19.1 of **PART ONE** and 2 CFR 200.421(e), Grantee and any approved sub-awardees shall not expend any Grant Funds for promotional items or any other unallowable advertising and public relations costs as set forth in 2 CFR 200.421(e). 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.
- 26.3. Cash Management Improvement Act of 1990. Pursuant to Section 4.4 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 XXVII**  
**GRANT FUND CONTROL REQUIREMENTS**

- 27.1. 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 or 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.
- 27.2. 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.
- 27.2.1 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 period of performance 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.

27.2.2 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.

27.2.3 Consolidated Year-End Financial Reports. Consolidated Year-End Financial Reports must be filed pursuant to the requirements of Section 12.2 of **PART ONE**.

27.2.4 Required Periodic Performance Reports. Pursuant to the requirements of Article XI of **PART ONE** and Section D.2 of **EXHIBIT D**, Performance Reports shall be submitted. The first of such reports shall cover the first months after the Award begins. 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.

### 27.3 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 Articles X and XI of **PART ONE**. Failure to comply with the Grant Instructions, including any 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 Sections 10.3 of **PART ONE** and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

### 27.4. 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, and 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.

### 27.5. Conflict of Interest

An actual or potential Conflict of Interest between Grantee and sub-awardee(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-awardee(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-awardee 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 XXVIII INCORPORATED ATTACHMENTS**

- 28.1. Grant Application. The Uniform 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.
- 28.2. 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.
- 28.3. 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 XXIX GENERAL PROVISIONS**

29.1 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 subawards are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subawards, 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-awardee'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-awardee shall be governed by the same requirements as those the Grantee is subject under this Agreement.

29.2 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.

29.3 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.

29.4 Confidential Information

In addition to the requirements of Section 22.8 of **PART ONE**, each Party, including its agents and sub-awardees, 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 and subject to release. 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 period of performance 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; 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.

## 29.5 Use and Ownership

29.5.1 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 applicable 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 Confidential information contained in such work shall be subject to confidentiality provisions of this Agreement.

29.5.2 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 Article XVIII 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 period of performance of the agreement, 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 period of performance 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.

29.5.3 Order to Surrender Equipment and/or Supplies.

29.5.3.1 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:

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

29.5.3.1.2 The Grantee ceases to exist;

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

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

29.5.3.1.5 The Agreement has been suspended or terminated;

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

29.5.3.1.7 Any other reason determined by the Department.

29.5.3.2 In the event the Department issues an Order to Surrender, the Grantee

29.5.3.2.1 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 of the equipment and supplies purchased or financed with Grand Funds as specified by the Order to Surrender;

29.5.3.2.2 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

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

29.5.4 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.

29.5.5 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.

## 29.6 Solicitation and Employment

Grantee shall not employ any person employed by the State during the period of performance 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.

## 29.7 Background Check

Whenever the State deems it reasonably necessary for security reasons, in its sole discretion, the State may conduct, at its expense, criminal and driver history background checks of Grantee's, sub-awardee's and subcontractor's officers, employees or agents. Grantee, sub-awardee, 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.

## 29.8 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.

#### 29.9 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-awardees 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 of termination. 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.

#### 29.10 Federal Whistleblower Protections

The federal whistleblower protections of 41 USC §4712 apply to all Grantee employees, contractors, and sub-awardees 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 award 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-awardee.

#### 29.11 Renewal. This Agreement may be renewed for additional periods.

29.11.1. Only if permitted above in Part Two, Paragraph 29.11, this Agreement may be renewed for additional periods not to exceed 3 years including the initial period of performance 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.

29.11.2. This Agreement is a Non-Competitive grant subject to the following applicable renewal requirements and limitations:

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

#### 29.12 Records Retention. All documentation required to be maintained by Grantee pursuant to Article IX 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.

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

#### PART THREE – Project Specific Terms

Article XXX Authority

Article XXXI Exceptions or Deviations from GATA

Article XXXII Payments

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project: N/A

#### **ARTICLE XXX**

##### **AUTHORITY**

- 30.1. The Department is authorized to make this grant pursuant to :
- 30.2. The Department is making this grant pursuant to appropriation number(s) :
- 30.3. The Department is making this grant pursuant to federal grant number(s) :

#### **ARTICLE XXXI**

##### **EXCEPTIONS OR DEVIATIONS FROM GATA**

- 31.1. Exceptions from any part of the requirements under the GATA Framework follow Title 44 Administrative Rules Section 7000.60
  - 31.1.1 List all approved GATA exceptions : N/A

#### **ARTICLE XXXII**

##### **Payment**

- 32.1. Grantee shall receive \$62,726.00 under this Agreement.
- 32.2. Specific terms of payment:
- 32.3. Grant Funds shall not exceed \$62,726.00, of which \$62,726.00 are federal funds
- 32.4. Pursuant to Article IV of **PART ONE**, the Department will compensate the Grantee on the following basis.