
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

Thursday, November 16, 2023

5:00 PM

(Rescheduled from November 14, 2023)

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

AGENDA

<u>ITEM</u>	<u>PAGE NO.</u>
A. Call to Order	
B. Roll Call	
C. Approval of Agenda/Addenda	
D. Approval of Minutes	
1. August 22, 2023	1-3
E. Public Participation on Agenda Items Only	
F. Correspondence and Communications	
G. SmileHealthy	
1. Monthly Report – July 2023	4
2. Monthly Report – August 2023	5
3. Monthly Report – September 2023	6
4. Approval of Invoice #81 payable to Champaign County Administrative Services for the Child Dental Access Program – July 2023 in the amount of \$6,416.66	7
5. Approval of Invoice #82 payable to Champaign County Administrative Services for the Child Dental Access Program – August 2023 in the amount of \$6,416.66	8
6. Approval of Invoice #83 payable to Champaign County Administrative Services for the Child Dental Access Program – September 2023 in the amount of \$6,416.66	9
7. Promise Health Dental Staff Recruitment Project Update	10-11

H. CUPHD

1. Approval of CUPHD Invoice for July 2023 Services 12-17
2. Approval of CUPHD Invoice for August 2023 Services 18-23
3. Approval of CUPHD Invoice for September 2023 Services 24-33
4. Champaign County Contracts:
 - a. Public Health Emergency Preparedness – Build and Sustain
Emergency Preparedness Capabilities from July 1, 2023-
June 30, 2024 in the amount of \$62,726.00 34-85
 - b. Comprehensive Health Protection Grant from July 1, 2023-
June 30, 2024 in the amount of \$207,263.50 86-139
 - c. Strengthening Illinois Public Health Administration from
July 1, 2023-November 30, 2027 in the amount of
\$350,000.00 140-179
5. CUPHD Reportable Diseases:
http://www.c-uphd.org/comm_dis/display-data.php
6. CUPHD Performance Management:
<http://www.c-uphd.org/pmts/index.php?s=1>
7. Update on Sex Education in Champaign County Schools

I. Old Business

1. Update on Long-Term Care Beds in Champaign County

J. Other Business

1. Approval of 2024 Meeting Schedule 180

K. Public Participation on Non-Agenda Items Only

L. Next Meeting

1. March 19, 2024 at 5:00 PM

M. Adjournment

1 CHAMPAIGN COUNTY BOARD OF HEALTH

2

3

Tuesday, August 22, 2023

4

Call to Order

5

The Champaign County Board of Health held a meeting on August 22, 2023 at the Champaign-Urbana Public Health District at 201 W. Kenyon Road, Champaign, IL. Dr. Krista Jones, President, called the meeting to order at 5:05 PM.

8

Roll Call

9

Upon roll call, the following Board members were found to be present: Dr. Krista Jones, President, Ms. Cathy Emanuel, Secretary/Treasurer, Dr. John Peterson, Dr. Lyndon Goodly, Mr. Mike Ingram and Dr. Vinh Hick.

12

Mr. David Thies, Vice President, Dr. Brent Reifsteck and Dr. Dorothy Vura-Weis were absent.

13

Approval of Agenda/Addendum

14

15

Dr. Jones proposed one addendum for the agenda to discuss a change to the November 14th meeting date. With that change, Dr. Goodly made a motion to approve the meeting agenda. Mr. Ingram seconded the motion. With all in favor, the motion carried.

18

19

Approval of Minutes

20

21

Mr. Ingram made a motion to approve the August 22, 2023 meeting minutes. Dr. Goodly seconded the motion. With all in favor, the motion carried.

23

24

Public Participation on Agenda Items Only

25

26

None.

27

28

Correspondence and Communications

29

30

None.

31

32

Other Business

33

34

Ms. Tami Ogden, with Champaign County, was present to discuss the County Board of Health budget. Ms. Emanuel will present to the Champaign County Board on August 29, 2023. Four funding proposal requests were available for the Board of Health’s consideration. Ms. Ogden reported that it would be a \$115,000 draw if all projects were approved and spent leaving a 26% fund balance. In addition, there are three pending property tax rulings, one of which from 2004 but payment is not expected to be any higher than the previous amount of \$54,388. The Board of Health previously voted to maintain a 35% fund balance. Ms. Ogden noted that the fund balance can be a hard number rather than a percentage.

42

43 Ms. Whitney Greger, Director of Wellness and Health Promotion, addressed the Board regarding
44 CUPHD's Sexual Health Education program budget request of \$30,000 for FY24. Education will be
45 provided to the same schools in Champaign County as FY23 with the majority of expenses being staff
46 and mileage costs. Additional costs incurred are for the facilitation materials. All activities are recorded
47 through a specified cost code. This program is based on a calendar year and any unused funds go back
48 into the fund balance. This is anticipated to be a reoccurring budget request. Dr. Goodly suggested
49 looking into the possibility of the schools contributing to cover a portion of the costs.
50

51 Dr. Jones noted that SmileHealthy presented their proposed budget request at the previous
52 meeting and the Board voted for \$50,000 for recruitments and \$50,000 for services to be included in the
53 budget. Dr. Goodly inquired as to the return on investment regarding recruitments. The previous year's
54 budget for recruitment was \$25,000. SmileHealthy would like to hire three additional providers, a
55 combination of dentists and hygienists. Ms. Hillary Swinford was present on behalf of SmileHealthy and
56 will follow up on the inquiries.
57

58 Ms. Cathy Emanuel addressed the Board regarding the senior needs assessment and reported
59 that this market area has a 300-bed shortage. Carle and OSF have joined as collaborative partners. The
60 budget request from the County Board of Health is for \$20,000 to retain a consultant for an outside
61 market study. CUPHD will concurrently conduct a needs assessment and Champaign County will
62 contribute \$30,000 for those efforts.
63

64 The proposed County Board of Health Budget for FY24 includes \$115,000 in requests for the
65 following: \$15,000 for emergency services; \$30,000 for sexual health education; \$50,000 for
66 SmileHealthy recruitment costs; and \$20,000 for a long-term care beds market analysis. If all are paid,
67 this will leave the fund balance at 26%. Additional consideration is the potential \$54,388 in taxes which
68 would leave the fund balance at 21%. Dr. Peterson opened the discussions concerning the requested
69 amount of funds for SmileHealthy recruitments. Dr. Goodly would like additional forecasting and
70 information on the return on investment from SmileHealthy. Ms. Emanuel expressed concerns with
71 funding the full request.
72

73 Dr. Peterson made a motion to change the line item to fund the SmileHealthy recruitments to
74 \$25,000. Dr. Goodly seconded the motion with a request for an assessment of fund usage. Mr. Ingram
75 abstained. With the remaining Board members in favor, the motion passed.
76

77 Dr. Peterson made an omnibus motion to approve the following: \$50,000 for SmileHealthy
78 dental services; \$30,000 for sexual health education in Champaign County; \$15,000 for emergency
79 services; and \$20,000 for a long-term care bed market analysis. Ms. Emanuel seconded the motion. With
80 all in favor, the motion carried.
81

82 Dr. Peterson made a motion to approve the proposed County Board of Health Budget for FY24.
83 Dr. Goodly seconded the motion. With all in favor, the motion carried.
84

85 **SmileHealthy**

86
87 Mr. Ingram made an omnibus motion to approve the June 2023 report from SmileHealthy and
88 invoice No. 80 payable to Champaign County Administrative Services for the Child Dental Access

89 Program for June 2023 in the amount of \$6,416.66. Ms. Emanuel seconded the motion. With all in favor,
90 the motion carried.

91

92 **CUPHD**

93

94 Dr. Goodly made an omnibus motion to approve payments of CUPHD invoices for May and June
95 2023 services. Dr. Hick seconded the motion. With all in favor, the motion carried.

96 Dr. Goodly made an omnibus motion to approve Champaign County contracts:

- 97 a. TB Education and Screening to Ukrainian Refugees grant;
- 98 b. NCFI for Public Health Emergency Preparedness – 2024 in the amount of \$62,726
99 (application pending); and
- 100 c. The Champaign, County of grant application for Strengthening Illinois Public Health
101 Administration (SIPA)-24 (application submitted)

102

103 Mr. Ingram seconded the motion. With all in favor, the motion carried.

104

105 Ms. Emanuel made a motion to place the CUPHD monthly reports of Reportable Diseases and
106 Performance Management on file. Dr. Goodly seconded the motion. With all in favor, the motion
107 carried.

108

109 **Old Business**

110

111 A discussion was previously held regarding the long-term care beds in Champaign County and
112 efforts are moving forward.

113

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

115

116 None.

117

118 **Next Meeting**

119

120 The next meeting of the Champaign County Board of Health will be rescheduled from Tuesday,
121 November 14, 2023 to Thursday, November 16, 2023 at 5:00 PM.

122

123 **Adjournment**

124

125 With no further business, Mr. Ingram made a motion to adjourn the meeting at 7:07 PM. Ms.
126 Emanuel seconded the motion. With all in favor, the meeting was adjourned.



Champaign County Board of Health			
Monthly Report for			
Total number of children seen from all programs this month:			
Total number of unique pediatric dental patients in BOH Fiscal Year			
Breakdown of current month of patients for all programs by town.			
Champaign:		Savoy:	
• 61820:		St. Joseph:	
• 61821:		Thomasboro:	
• 61822:		Tolono:	
• 61824:		Urbana:	
• 61826:		• 61801:	
Ludlow:		• 61802:	
Rantoul:		Other/Unknown:	
Breakdown of services provided for current month.			
Nitrous oxide:		Sealant:	
Extraction:		Fluoride:	
Pulpotomy:		Prophylaxis:	
Stainless Steel Crown:		X-rays:	
Fillings:		Exams:	
Silver Diamine Fluoride:			



Champaign County Board of Health			
Monthly Report for			
Total number of children seen from all programs this month:			
Total number of unique pediatric dental patients in BOH Fiscal Year			
Breakdown of current month of patients for all programs by town.			
Champaign:		Savoy:	
• 61820:		St. Joseph:	
• 61821:		Thomasboro:	
• 61822:		Tolono:	
• 61824:		Urbana:	
• 61826:		• 61801:	
Ludlow:		• 61802:	
Rantoul:		Other/Unknown:	
Breakdown of services provided for current month.			
Nitrous oxide:		Sealant:	
Extraction:		Fluoride:	
Pulpotomy:		Prophylaxis:	
Stainless Steel Crown:		X-rays:	
Fillings:		Exams:	
Silver Diamine Fluoride:			



Champaign County Board of Health			
Monthly Report for		September 2023	
Total number of children seen from all programs this month:		288	
Total number of unique pediatric dental patients in BOH Fiscal Year		1541	
Breakdown of current month of patients for all programs by town.			
Champaign:	127	Savoy:	7
• 61820:	46	St. Joseph:	5
• 61821:	54	Thomasboro:	1
• 61822:	26	Tolono:	2
• 61824:	1	Urbana:	81
• 61826:	0	• 61801:	24
Ludlow:	1	• 61802:	57
Rantoul:	37	Other/Unknown:	27
Breakdown of services provided for current month.			
Nitrous oxide:	6	Sealant:	62
Extraction:	37	Fluoride:	115
Pulpotomy:	2	Prophylaxis:	124
Stainless Steel Crown:	6	X-rays:	195
Fillings:	83	Exams:	141
Silver Diamine Fluoride:	0		

Dr. Syed start date tentatively 10/23/2023.

Dr. Elgandy start date tentatively 10/23/2023.

Dr. Saad start date TBA.

Kirby Dental location opening date: tentatively 10/23/2023.

Kirby office supplies delivered and sorting and organizing now.

Sterilization lab equipment being delivered in November.

Hired 2 Dental PSR for Kirby and will start when the clinic opens, training at Frances Nelson Now.

Hired 2 DAs for Kirby and will start when the clinic opens, training at 



INVOICE

To: Champaign County Administrative Services
1776 Washington, Urbana, IL 61802

Invoice number: 81
Date: August 15, 2023

Champaign County Board of Health

Child Dental Access Program - FY 2023 – General	\$4,166.66
Child Dental Access Program – FY 2023 – Recruit	<u>\$2,250.00</u>
Total July Invoice	\$6,416.66

Please pay from this invoice. Thank you.



INVOICE

To: Champaign County Administrative Services
1776 Washington, Urbana, IL 61802

Invoice number: 82
Date: September 5, 2023

Champaign County Board of Health

Child Dental Access Program - FY 2023 – August General	\$4,166.66
Child Dental Access Program – FY2023 –August Recruit	<u>\$2,250.00</u>
Total Invoice	\$6,416.66

Please pay from this invoice. Thank you.



INVOICE

To: Champaign County Administrative Services
1776 Washington, Urbana, IL 61802

Invoice number: 83
Date: October 3, 2023

Champaign County Board of Health

Child Dental Access Program - FY 2023 – Sept General	\$4,166.66
Child Dental Access Program – FY2023 – Sept Recruit	<u>\$2,250.00</u>
Total September Invoice	\$6,416.66

Please pay from this invoice. Thank you.

CCBOH- Promise Health Dental Staff Recruitment Project

Background: Beginning in 2023, the Champaign County Board of Health has assisted Promise by providing funding for recruitment related costs for Dentists and Dental Hygienists. In 2022, Promise re-initiated dental services at the Urbana School-based Health Center and in 2022 and 2023 added operatories at Frances Nelson and a new site on Kirby Street. Future expansion is planned for the Rantoul School-based health center site opening at the JW Eater Middle School in Rantoul. Dental services for uninsured and Medicaid patients are limited in Champaign County and there is a seemingly endless demand for services. Promise is adding dental operatories. We are also expanding hours at some clinics to expand the use of operatorie and serve more patients.

Current Facilities

7 Operatories at Frances Nelson. Adding 3 additional

2 at USBHC. 1 additional

4 Operatories at Kirby clinic opening November 2023

Total: 13 operatories functional as of 11/1/23. Dentists each need 2 operatories and DH- 1. 17 total operatories planned for early 2024.

Current Dentist and Dental Hygienist Staff

Brito, DDS- 1 FTE at Frances Nelson. Started work in 2022

Coker, DDS- 1 FTE at Urbana School Health Center. Started work in 2022

Song, DDS- 1 FTE at Frances Nelson. Started in 2023

El Gendy, DDS- 1 FTE. Will start at Frances Nelson site and move to Kirby Ave Clinic when it opens. Starts November of 2023

Saad, DDS- 1 FTE. Will start January 2024 at Frances Nelson

Misbahuddin, DDS – 50% FTE. Will start at Frances Nelson site and move to Kirby Ave Clinic when it opens and will work extended hours Th/Fr only. Starts October 23, 2023

Jenny Jackson, RDH- .9 FTE at Urbana School Health Center. Started in 2023

Ashtyn Rennels, RDH. Started in 2023

Totals= 5.5 FTE dentists, 1.9 FTE DH

Dentist and Dental Hygiene Recruitment and Retention

Dentist and DH Contracts: Dental Hygienists do not receive contracts. The contracts for the Dentists are either 2 or 3 years.

Retention efforts for Promise Dentists: None of the current dentists have been here long enough to move beyond a second-year contract negotiation. They have at least a year remaining on their

contracts. All received at least a 3.5 increase and one received almost 5% increase for the second year.

Recruitment and Retention Initiative- NHSC loan repayment: As a nonprofit community health center we use all the resources we must recruit and retain clinical staff. One of these programs is the National Health Services Corps loan repayment program. Dr. Brito and Dr. Coker currently receive NHSC loan repayment.

How Promise ensures salaries are competitive: Promise uses national and state salary surveys specific to FQHCs. Also, because we sponsor VISAs and Green Cards – we have to offer prevailing wage as defined by the US Government.

2023 Project - Jan 1, 2023, to December 31, 2023- \$27,000

Recruitment Costs (Sign-on Bonuses) for Three New \$13,500 Dental Practitioners (*Dentist and/or Dental Hygienist*): *Sign on bonuses ranging from \$5,000 to \$15,000 were provided to 1 Dentist recruited in 2023 and the two Dental Hygienists. The aggregate amount was over \$20,000. Promise also is paying for legal costs related to Dr. Song's Visa.*

Promise Healthcare recruiting costs to identify and \$13,500 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.*

Expenses in 2023 for dental recruiting

Airline tickets, local transportation, promo items, recruitment meals, hotel

Dr. Saad (Hired)- Airline tickets, meals, hotel= \$2,500

Dr. El Gendy (Hired) – Airline tickets, meals, hotel= \$2,500

Dr. Roy (Candidate)= \$2,500

2 to 3 additional Dentist/DH candidates by 12/31/2023= \$5,500

Invoice Number:	2307
Date of Invoice:	September 1, 2023
Billing Period:	July 2023

To:

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

For the Following Expenses:

502001 - Professional Services - LHPG Communicable Disease	\$	5,594.40
502001 - Professional Services - LHPG Disease Intervention	\$	17,850.16
502110 - Professional Services - LHPG Tuberculosis	\$	2,933.88
502001 - Professional Services - LHPG Food	\$	21,065.91
502001 - Professional Services - LHPG Water	\$	4,228.50
502001 - Professional Services - LHPG Sewage	\$	6,933.25
502001 - Professional Services - Administration	\$	14,920.00
502025 - Contributions and Grants - PHEP Grant	\$	2,636.39
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 - Vector Surveillance & Control Grant	\$	-
502025 - Contributions and Grants - COVID-19 Crisis Grant	\$	-
502025 - Contributions and Grants - COVID-19 Vaccination Grant	\$	-
502025 - Contributions and Grants - COVID-19 Response Grant	\$	-
502001 - Professional Services - Preventative Services	\$	7.72
502001 - Professional Services - County Well Water Testing	\$	279.94
Total Amount Due to CUPHD per Contract	\$	76,450.15

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

FY23 C-UPHD Contract															
Budget vs. Billed Comparison															
	Budget	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total Billed	Budget Remaining
Core Service Contract															
Communicable Disease	67,133.00	5,594.40	5,594.42	5,594.42	5,594.42	5,594.42	5,594.42	5,594.40						39,160.90	27,972.10
Disease Intervention	214,203.00	17,850.24	17,850.26	17,850.26	17,850.26	17,850.26	17,850.26	17,850.16						124,951.70	89,251.30
Tuberculosis	35,207.00	2,933.92	2,933.92	2,933.92	2,933.92	2,933.92	2,933.92	2,933.88						20,537.40	14,669.60
Food	252,790.00	21,065.79	21,065.83	21,065.83	21,065.83	21,065.83	21,065.83	21,065.91						147,460.85	105,329.15
Water	50,742.00	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50						29,599.50	21,142.50
Sewage	83,199.00	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25						48,532.75	34,666.25
Administration	179,040.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00						104,440.00	74,600.00
	882,314.00	73,526.10	73,526.18	73,526.18	73,526.18	73,526.18	73,526.18	73,526.10	-	-	-	-	-	514,683.10	367,630.90
PHEP															
PHEP	64,562.00	2,491.68	2,483.87	1,915.08	5,210.22	2,722.19	3,781.84	2,636.39						21,241.27	43,320.73
Tobacco Free Communities	50,000.00	-	-	9,127.04	-	-	11,281.02							20,408.06	29,591.94
Body Art Inspection	413.00	-	-	-	-	-	-							-	413.00
Perinatal Hepatitis B Prevention	8,200.00	-	-	-	-	-	257.59							257.59	7,942.41
Tanning Inspection	400.00	-	-	-	-	-	-							-	400.00
Vector Surveillance & Control	24,747.00	-	-	253.18	-	-	7,499.93							7,753.11	16,993.89
COVID-19 Crisis	181,817.00	-	-	38,245.30	-	-	36,814.07							75,059.37	106,757.63
COVID-19 Vaccination		-	-	14,287.12	-	-	25,523.96							39,811.08	(39,811.08)
COVID-19 Response		-	1,003.13	Grant fully expended, and will not be renewed										1,003.13	(1,003.13)
	330,139.00	2,491.68	3,487.00	63,827.72	5,210.22	2,722.19	85,158.41	2,636.39	-	-	-	-	-	165,533.61	164,605.39
Fee for Service															
Well Water Testing	1,492.00	99.16	76.19	108.46	121.75	16.44	29.26	279.94						731.20	760.80
Preventative Services	30,000.00	1,225.83	1,757.53	1,434.86	927.07	1,800.67	154.84	7.72						7,308.52	22,691.48
Emergency Non-Contract	15,000.00	-	-	-	-	-	-							-	15,000.00
	46,492.00	1,324.99	1,833.72	1,543.32	1,048.82	1,817.11	184.10	287.66	-	-	-	-	-	8,039.72	38,452.28
Smoke-Free IL Citation Fee															
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1,258,945.00	77,342.77	78,846.90	138,897.22	79,785.22	78,065.48	158,868.69	76,450.15	-	-	-	-	-	688,256.43	570,688.57

REIMBURSEMENT CERTIFICATION

Champaign, County of

FE ID Number 37-6006910			Contract Number 47180009L		Appropriation Number				Page 1	Of 2		
Local Agency Name Champaign, County of			Program Public Health Emergency Preparedness - 2024						Code			
Street Address 1776 E. Washington			Report Period 07/01/2023				Thru 07/31/2023		Final <input type="checkbox"/>	Date Prepared 8/31/2023	Date Approved	
City, State, ZIP Code Urbana, IL, 61802 4516			Agreement Period 07/01/2023				Thru 06/30/2024		Operational Advance 0.00			
Category	Expenditures								Agreement			
	Expense	Cash	Inkind	Total Match	Current Period	Correction	Agreement YTD	Match YTD	Budget	Balance	Expend%	
Program Expenses												
1. Personal Services (Incl Salary & Wages)	1,958.81	0.00	0.00	0.00	1,958.81	0.00	1,958.81	0.00	48,858.72	46,899.91	4.01%	
2. Fringe Benefits	677.58	0.00	0.00	0.00	677.58	0.00	677.58	0.00	12,068.46	11,390.88	5.61%	
3. Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	312.50	312.50	0.00%	
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
5. Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	996.32	996.32	0.00%	
6. Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	90.00	0.00%	
7. Occupancy - Rent and Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
8. Telecommunications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	0.00%	
9. Training and Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
Total Program Expenses	2,636.39	0.00	0.00	0.00	2,636.39	0.00	2,636.39	0.00	62,726.00	60,089.61	4.20%	
TOTAL DIRECT EXPENSES	2,636.39	0.00	0.00	0.00	2,636.39	0.00	2,636.39	0.00	62,726.00	60,089.61	4.20%	
Indirect Costs												
	0.00	0.00	263.64	263.64	263.64	0.00	263.64	263.64	6,273.00	0.00	0.00%	
TOTAL EXPENDITURES	2,636.39	0.00	263.64	263.64	2,900.03	0.00	2,900.03	263.64	68,999.00	60,089.61	4.20%	
TOTAL PAYABLE	0.00	0.00	0.00	0.00	2,636.39	0.00	0.00	0.00	0.00	0.00	0.00%	
Source of Funds												
1. Fees and Collections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	
2. State Agreement	2,636.39	0.00	0.00	0.00	2,636.39	0.00	2,636.39	0.00	62,726.00	60,089.61	4.20%	
3. Local	0.00	0.00	263.64	263.64	263.64	0.00	263.64	263.64	6,273.00	0.00	0.00%	

REIMBURSEMENT CERTIFICATION

Champaign, County of

4. Federal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5. Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Source of Funds	2,636.39	0.00	263.64	263.64	2,900.03	0.00	2,900.03	263.64	68,999.00	60,089.61	4.20%

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

Authorized Signature Amanda Knight <small>Digitally signed by Amanda Knight DN: cn=Amanda Knight, o=Champaign-Urbana Public Health District, ou, email=aknight@cpd.org, c=US Date: 2023.08.31 12:43:26 -0500</small>	Date 8/31/2023	Title: Director of Finance
Contact Person Name: Esther Thomas		Telephone Number: 217-531-4262
Authorized Signature (additional)	Date	Title:
Contact Person Name:		Telephone Number:
IDPH Authorized Signature	Date	Title:

FOR STATE USE ONLY

	Advance	INDEX	PCA	A OBJ. CODE	AMOUNT
Advance Outstanding					
Advance Issued or Applied					
Balance					
Message					
Authority: P.A. 368 of 1978 Completion: is a Condition of Reimbursement			The Champaign, County of is an equal opportunity employer, services, and program provider.		

Preventative Services - County Sex Ed
July 2023

	Jul-23
PERSONAL SERVICES	
Alyx McElfresh	\$5.54
Kelly Flanigan	
Total Personal Services	5.54
FRINGE BENEFITS	
Health Insurance	1.45
Life Insurance	-
FICA	0.41
IMRF	0.29
Illinois Unemployment Insurance	-
Workers Compensation	0.03
Total Fringe Benefits	2.18
Total Personal Services & Fringe Benefits	7.72
CONTRACTUAL SERVICES	
Total Contractual Services	-
SUPPLIES	
Total Supplies	-
TRAVEL	
Total Travel	-
Total	7.72

County Well Water Testing
July 2023

	Jul-23
PERSONAL SERVICES	
Jeff Blackford	173.02
Tammy Hamilton	11.53
Total Personal Services	184.55
FRINGE BENEFITS	
Health Insurance	29.54
Life Insurance	0.07
FICA	13.87
IMRF	9.78
Illinois Unemployment Insurance	-
Workers Compensation	8.05
Total Fringe Benefits	61.31
Total Personal Services & Fringe Benefits	245.86
CONTRACTUAL SERVICES	
Postage	25.49
Total Contractual Services	25.49
SUPPLIES	
Total Supplies	-
TRAVEL	
Mileage	8.59
Total Travel	8.59
Total	279.94

Invoice Number:	2308
Date of Invoice:	September 27, 2023
Billing Period:	August 2023

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

For the Following Expenses:

502001 - Professional Services - LHPG Communicable Disease	\$	5,594.42
502001 - Professional Services - LHPG Disease Intervention	\$	17,850.26
502110 - Professional Services - LHPG Tuberculosis	\$	2,933.92
502001 - Professional Services - LHPG Food	\$	21,065.83
502001 - Professional Services - LHPG Water	\$	4,228.50
502001 - Professional Services - LHPG Sewage	\$	6,933.25
502001 - Professional Services - Administration	\$	14,920.00
502025 - Contributions and Grants - PHEP Grant	\$	2,585.09
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 - Vector Surveillance & Control Grant	\$	-
502025 - Contributions and Grants - COVID-19 Vaccination Grant	\$	-
502001 - Professional Services - Preventative Services	\$	1,859.61
502001 - Professional Services - County Well Water Testing	\$	119.52
Total Amount Due to CUPHD per Contract	\$	78,090.40

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

09/27/2023

FY23 C-UPHD Contract Budget vs. Billed Comparison																	
	Budget	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total Billed	Budget Remaining		
Core Service Contract																	
Communicable Disease	67,133.00	5,594.40	5,594.42	5,594.42	5,594.42	5,594.42	5,594.42	5,594.40	5,594.42					44,755.32	22,377.68		
Disease Intervention	214,203.00	17,850.24	17,850.26	17,850.26	17,850.26	17,850.26	17,850.26	17,850.16	17,850.26					142,801.96	71,401.04		
Tuberculosis	35,207.00	2,933.92	2,933.92	2,933.92	2,933.92	2,933.92	2,933.92	2,933.88	2,933.92					23,471.32	11,735.68		
Food	252,790.00	21,065.79	21,065.83	21,065.83	21,065.83	21,065.83	21,065.83	21,065.91	21,065.83					168,526.68	84,263.32		
Water	50,742.00	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50					33,828.00	16,914.00		
Sewage	83,199.00	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25					55,466.00	27,733.00		
Administration	179,040.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00					119,360.00	59,680.00		
	882,314.00	73,526.10	73,526.18	73,526.18	73,526.18	73,526.18	73,526.18	73,526.10	73,526.18	-	-	-	-	588,209.28	294,104.72		
PHEP																	
PHEP	64,562.00	2,491.68	2,483.87	1,915.08	5,210.22	2,722.19	3,781.84	2,636.39	2,585.09					23,826.36	40,735.64		
Tobacco Free Communities	50,000.00	-	-	9,127.04	-	-	11,281.02							20,408.06	29,591.94		
Body Art Inspection	413.00	-	-	-	-	-	-							-	413.00		
Perinatal Hepatitis B Prevention	8,200.00	-	-	-	-	-	257.59							257.59	7,942.41		
Tanning Inspection	400.00	-	-	-	-	-	-							-	400.00		
Vector Surveillance & Control	24,747.00	-	-	253.18	-	-	7,499.93							7,753.11	16,993.89		
COVID-19 Crisis	181,817.00	-	-	38,245.30	-	-	36,814.07	Grant ended, and will not be renewed						75,059.37	106,757.63		
COVID-19 Vaccination		-	-	14,287.12	-	-	25,523.96							39,811.08	(39,811.08)		
COVID-19 Response		-	1,003.13	Grant fully expended, and will not be renewed												1,003.13	(1,003.13)
	330,139.00	2,491.68	3,487.00	63,827.72	5,210.22	2,722.19	85,158.41	2,636.39	2,585.09	-	-	-	-	168,118.70	162,020.30		
Fee for Service																	
Well Water Testing	1,492.00	99.16	76.19	108.46	121.75	16.44	29.26	279.94	119.52					850.72	641.28		
Preventative Services	30,000.00	1,225.83	1,757.53	1,434.86	927.07	1,800.67	154.84	7.72	1,859.61					9,168.13	20,831.87		
Emergency Non-Contract	15,000.00	-	-	-	-	-	-							-	15,000.00		
	46,492.00	1,324.99	1,833.72	1,543.32	1,048.82	1,817.11	184.10	287.66	1,979.13	-	-	-	-	10,018.85	36,473.15		
Smoke-Free IL Citation Fee																	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	1,258,945.00	77,342.77	78,846.90	138,897.22	79,785.22	78,065.48	158,868.69	76,450.15	78,090.40	-	-	-	-	766,346.83	492,598.17		

REIMBURSEMENT CERTIFICATION

Champaign, County of

FE ID Number 37-6006910	Contract Number 47180009L	Appropriation Number	Page 1	Of 2
Local Agency Name Champaign, County of	Program Public Health Emergency Preparedness - 2024			Code
Street Address 1776 E. Washington	Report Period 08/01/2023	Thru 08/31/2023	Final <input type="checkbox"/>	Date Prepared 9/27/2023
City, State, ZIP Code Urbana, IL, 61802 4516	Agreement Period 07/01/2023	Thru 06/30/2024		Date Approved
				Operational Advance 0.00

Category	Expenditures								Agreement		
	Expense	Cash	Inkind	Total Match	Current Period	Correction	Agreement YTD	Match YTD	Budget	Balance	Expend%
Program Expenses											
1. Personal Services (Incl Salary & Wages)	2,118.32	0.00	0.00	0.00	2,118.32	0.00	4,077.13	0.00	48,858.72	44,781.59	8.34%
2. Fringe Benefits	466.77	0.00	0.00	0.00	466.77	0.00	1,144.35	0.00	12,068.46	10,924.11	9.48%
3. Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	312.50	312.50	0.00%
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5. Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	996.32	996.32	0.00%
6. Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	90.00	0.00%
7. Occupancy - Rent and Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8. Telecommunications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	0.00%
9. Training and Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Program Expenses	2,585.09	0.00	0.00	0.00	2,585.09	0.00	5,221.48	0.00	62,726.00	57,504.52	8.32%
TOTAL DIRECT EXPENSES	2,585.09	0.00	0.00	0.00	2,585.09	0.00	5,221.48	0.00	62,726.00	57,504.52	8.32%
Indirect Costs	0.00	0.00	258.51	258.51	258.51	0.00	522.15	522.15	6,273.00	0.00	0.00%
TOTAL EXPENDITURES	2,585.09	0.00	258.51	258.51	2,843.60	0.00	5,743.63	522.15	68,999.00	57,504.52	8.32%
TOTAL PAYABLE	0.00	0.00	0.00	0.00	2,585.09	0.00	0.00	0.00	0.00	0.00	0.00%
Source of Funds											
1. Fees and Collections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2. State Agreement	2,585.09	0.00	0.00	0.00	2,585.09	0.00	5,221.48	0.00	62,726.00	57,504.52	8.32%
3. Local	0.00	0.00	258.51	258.51	258.51	0.00	522.15	522.15	6,273.00	0.00	0.00%

REIMBURSEMENT CERTIFICATION

Champaign, County of

4. Federal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5. Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Source of Funds	2,585.09	0.00	258.51	258.51	2,843.60	0.00	5,743.63	522.15	68,999.00	57,504.52	8.32%

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

Authorized Signature Amanda Knight <small>Digitally signed by Amanda Knight DN: cn=Amanda Knight, ou=Champaign-Kataoka Public Health District, se, email=aknight@cpht.org, c=US Date: 2023.09.27 16:26:57 -0500</small>	Date 9/27/2023	Title: Director of Finance
Contact Person Name: Esther Thomas		Telephone Number: 217-531-4262
Authorized Signature (additional)	Date	Title:
Contact Person Name:		Telephone Number:
IDPH Authorized Signature	Date	Title:

FOR STATE USE ONLY

	Advance	INDEX	PCA	A OBJ. CODE	AMOUNT
Advance Outstanding					
Advance Issued or Applied					
Balance					
Message					
Authority: P.A. 368 of 1978 Completion: is a Condition of Reimbursement			The Champaign, County of is an equal opportunity employer, services, and program provider.		

Preventative Services - County Sex Ed
August 2023

	Aug-23
PERSONAL SERVICES	
Alyx McElfresh	\$554.33
Kelly Flanigan	\$706.63
Total Personal Services	1,260.96
FRINGE BENEFITS	
Health Insurance	238.10
Life Insurance	0.37
FICA	93.65
IMRF	65.95
Illinois Unemployment Insurance	-
Workers Compensation	5.98
Total Fringe Benefits	404.05
Total Personal Services & Fringe Benefits	1,665.01
CONTRACTUAL SERVICES	
Total Contractual Services	-
SUPPLIES	
Program Materials	194.60
Total Supplies	194.60
TRAVEL	
Total Travel	-
Total	1,859.61

County Well Water Testing
August 2023

	Aug-23
PERSONAL SERVICES	
Tammy Hamilton	22.21
Laura Shobe	26.51
Total Personal Services	48.72
FRINGE BENEFITS	
Health Insurance	5.11
Life Insurance	-
FICA	3.56
IMRF	2.52
Illinois Unemployment Insurance	-
Workers Compensation	0.25
Total Fringe Benefits	11.44
Total Personal Services & Fringe Benefits	60.16
CONTRACTUAL SERVICES	
Postage	52.67
Total Contractual Services	52.67
SUPPLIES	
Total Supplies	-
TRAVEL	
Mileage	6.69
Total Travel	6.69
Total	119.52

Invoice Number:	2309
Date of Invoice:	November 1, 2023
Billing Period:	September 2023

To:

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

For the Following Expenses:

502001 - Professional Services - LHPG Communicable Disease	\$	5,594.42
502001 - Professional Services - LHPG Disease Intervention	\$	17,850.26
502001 - Professional Services - LHPG Tuberculosis	\$	2,933.92
502001 - Professional Services - LHPG Food	\$	21,065.83
502001 - Professional Services - LHPG Water	\$	4,228.50
502001 - Professional Services - LHPG Sewage	\$	6,933.25
502001 - Professional Services - Administration	\$	14,920.00
502025 - Contributions and Grants - PHEP Grant	\$	1,912.18
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 - COVID-19 Vaccination Grant	\$	27,316.64
502001 - Professional Services - Preventative Services	\$	1,932.82
502001 - Professional Services - County Well Water Testing	\$	183.79
Total Amount Due to CUPHD per Contract	\$	104,871.61

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

11/2/2023

FY23 C-UPHD Contract															
Budget vs. Billed Comparison															
	Budget	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Total Billed	Budget Remaining
Core Service Contract															
Communicable Disease	67,133.00	5,594.40	5,594.42	5,594.42	5,594.42	5,594.42	5,594.42	5,594.40	5,594.42	5,594.42				50,349.74	16,783.26
Disease Intervention	214,203.00	17,850.24	17,850.26	17,850.26	17,850.26	17,850.26	17,850.26	17,850.16	17,850.26	17,850.26				160,652.22	53,550.78
Tuberculosis	35,207.00	2,933.92	2,933.92	2,933.92	2,933.92	2,933.92	2,933.92	2,933.88	2,933.92	2,933.92				26,405.24	8,801.76
Food	252,790.00	21,065.79	21,065.83	21,065.83	21,065.83	21,065.83	21,065.83	21,065.91	21,065.83	21,065.83				189,592.51	63,197.49
Water	50,742.00	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50	4,228.50				38,056.50	12,685.50
Sewage	83,199.00	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25	6,933.25				62,399.25	20,799.75
Administration	179,040.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00	14,920.00				134,280.00	44,760.00
	882,314.00	73,526.10	73,526.18	73,526.18	73,526.18	73,526.18	73,526.18	73,526.10	73,526.18	73,526.18	-	-	-	661,735.46	220,578.54
PHEP															
PHEP	64,562.00	2,491.68	2,483.87	1,915.08	5,210.22	2,722.19	3,781.84	2,636.39	2,585.09	1,912.18				25,738.54	38,823.46
Tobacco Free Communities	50,000.00	-	-	9,127.04	-	-	11,281.02	-	-	-				20,408.06	29,591.94
Body Art Inspection	413.00	-	-	-	-	-	-	-	-	-				-	413.00
Perinatal Hepatitis B Prevention	8,200.00	-	-	-	-	-	257.59	-	-	-				257.59	7,942.41
Tanning Inspection	400.00	-	-	-	-	-	-	-	-	-				-	400.00
Vector Surveillance & Control	24,747.00	-	-	253.18	-	-	7,499.93	-	-	-				7,753.11	16,993.89
COVID-19 Crisis	181,817.00	-	-	38,245.30	-	-	36,814.07	Grant ended, and will not be renewed						75,059.37	106,757.63
COVID-19 Vaccination		-	-	14,287.12	-	-	25,523.96	-	-	27,316.64				67,127.72	(67,127.72)
COVID-19 Response		-	1,003.13	Grant fully expended, and will not be renewed										1,003.13	(1,003.13)
	330,139.00	2,491.68	3,487.00	63,827.72	5,210.22	2,722.19	85,158.41	2,636.39	2,585.09	29,228.82	-	-	-	197,347.52	132,791.48
Fee for Service															
Well Water Testing	1,492.00	99.16	76.19	108.46	121.75	16.44	29.26	279.94	119.52	183.79				1,034.51	457.49
Preventative Services	30,000.00	1,225.83	1,757.53	1,434.86	927.07	1,800.67	154.84	7.72	1,859.61	1,932.82				11,100.95	18,899.05
Emergency Non-Contract	15,000.00	-	-	-	-	-	-	-	-	-				-	15,000.00
	46,492.00	1,324.99	1,833.72	1,543.32	1,048.82	1,817.11	184.10	287.66	1,979.13	2,116.61	-	-	-	12,135.46	34,356.54
Smoke-Free IL Citation Fee															
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	1,258,945.00	77,342.77	78,846.90	138,897.22	79,785.22	78,065.48	158,868.69	76,450.15	78,090.40	104,871.61	-	-	-	871,218.44	387,726.56

REIMBURSEMENT CERTIFICATION

Champaign, County of

FE ID Number 37-6006910	Contract Number 47180009L	Appropriation Number	Page 1	Of 2							
Local Agency Name Champaign, County of	Program Public Health Emergency Preparedness - 2024			Code							
Street Address 1776 E. Washington	Report Period 09/01/2023	Thru 09/30/2023	Final <input type="checkbox"/>	Date Prepared 10/27/23	Date Approved						
City, State, ZIP Code Urbana, IL, 61802 4516	Agreement Period 07/01/2023	Thru 06/30/2024	Operational Advance 0.00								
Category	Expenditures								Agreement		
	Expense	Cash	Inkind	Total Match	Current Period	Correction	Agreement YTD	Match YTD	Budget	Balance	Expend%
Program Expenses											
1. Personal Services (Incl Salary & Wages)	1,571.07	0.00	0.00	0.00	1,571.07	0.00	5,648.20	0.00	48,858.72	43,210.52	11.56%
2. Fringe Benefits	341.11	0.00	0.00	0.00	341.11	0.00	1,485.46	0.00	12,068.46	10,583.00	12.31%
3. Travel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	312.50	312.50	0.00%
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5. Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	996.32	996.32	0.00%
6. Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	90.00	90.00	0.00%
7. Occupancy - Rent and Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8. Telecommunications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	400.00	400.00	0.00%
9. Training and Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Program Expenses	1,912.18	0.00	0.00	0.00	1,912.18	0.00	7,133.66	0.00	62,726.00	55,592.34	11.37%
TOTAL DIRECT EXPENSES	1,912.18	0.00	0.00	0.00	1,912.18	0.00	7,133.66	0.00	62,726.00	55,592.34	11.37%
Indirect Costs	0.00	0.00	191.22	191.22	191.22	0.00	713.37	713.37	6,273.00	0.00	0.00%
TOTAL EXPENDITURES	1,912.18	0.00	191.22	191.22	2,103.40	0.00	7,847.03	713.37	68,999.00	55,592.34	11.37%
TOTAL PAYABLE	0.00	0.00	0.00	0.00	1,912.18	0.00	0.00	0.00	0.00	0.00	0.00%
Source of Funds											
1. Fees and Collections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2. State Agreement	1,912.18	0.00	0.00	0.00	1,912.18	0.00	7,133.66	0.00	62,726.00	55,592.34	11.37%
3. Local	0.00	0.00	191.22	191.22	191.22	0.00	713.37	713.37	6,273.00	0.00	0.00%

REIMBURSEMENT CERTIFICATION

Champaign, County of

4. Federal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5. Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Source of Funds	1,912.18	0.00	191.22	191.22	2,103.40	0.00	7,847.03	713.37	68,999.00	55,592.34	11.37%

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

Authorized Signature	Amanda Knight <small>Digitally signed by Amanda Knight DN: cn=Amanda Knight, ou=Champaign/Ultima Public Health District, ou_email=aknight@uphs.org, c=US Date: 2023.10.27 10:29:39 -0500</small>	Date	10/27/23	Title:	Director of Finance	
Contact Person Name:	Delisha Brown	Telephone Number:	217-531-4260			
Authorized Signature (additional)		Date		Title:		
Contact Person Name:		Telephone Number:				
IDPH Authorized Signature		Date		Title:		

FOR STATE USE ONLY

	Advance	INDEX	PCA	A OBJ. CODE	AMOUNT
Advance Outstanding					
Advance Issued or Applied					
Balance					
Message					
Authority: P.A. 368 of 1978 Completion: is a Condition of Reimbursement			The Champaign, County of is an equal opportunity employer, services, and program provider.		

REIMBURSEMENT CERTIFICATION

Champaign, County of

FE ID Number 37-6006910	Contract Number 38180809K	Appropriation Number 063-48250-1900-0100	Page 1	Of 4							
Local Agency Name Champaign, County of	Program COVID-19 Vaccination Grant - 2023			Code							
Street Address 1776 E. Washington	Report Period 07/01/2023	Thru 09/30/2023	Final <input type="checkbox"/>	Date Prepared 10/24/2023							
City, State, ZIP Code Urbana, IL, 61802 4516	Agreement Period 10/01/2022	Thru 12/31/2023	Operational Advance 0.00								
Category	Expenditures								Agreement		
	Expense	Cash	Inkind	Total Match	Current Period	Correction	Agreement YTD	Match YTD	Budget	Balance	Expend%
Program Expenses											
1. Personal Services (Incl Salary & Wages)											
Others (Vaccine Lead, Jennifer Deacon)	8,320.69	0.00	0.00	0.00	8,320.69	0.00	19,876.41	0.00	33,207.24	13,330.83	59.86%
Others (Project Director, Candi Crause)	2,122.40	0.00	0.00	0.00	2,122.40	0.00	6,096.84	0.00	25,893.60	19,796.76	23.55%
Others (Program Director, Brandon Meline)	11,181.37	0.00	0.00	0.00	11,181.37	0.00	24,781.31	0.00	26,373.62	1,592.31	93.96%
Others (Program Director, Whitney Greger)	0.00	0.00	0.00	0.00	0.00	0.00	682.01	0.00	10,182.00	9,499.99	6.70%
Others (Michelle Hanlon RN)	17.67	0.00	0.00	0.00	17.67	0.00	656.45	0.00	6,724.64	6,068.19	9.76%
Others (Lisa Martinez, RN)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,362.32	3,362.32	0.00%
Others (Tatiana Gonezock-N, RN)	0.00	0.00	0.00	0.00	0.00	0.00	184.38	0.00	3,362.32	3,177.94	5.48%
Others (Tajal Patel, RN)	19.40	0.00	0.00	0.00	19.40	0.00	19.40	0.00	3,362.32	3,342.92	0.58%
Others (Kristina Davis, RN)	0.00	0.00	0.00	0.00	0.00	0.00	109.54	0.00	112.08	2.54	97.73%
Others (Care Coordinator, Aaron Umbarger)	0.00	0.00	0.00	0.00	0.00	0.00	181.01	0.00	189.84	8.83	95.35%
Others (Program Manager, Robert Davies)	0.00	0.00	0.00	0.00	0.00	0.00	253.30	0.00	7,523.59	7,270.29	3.37%
Others (Data Entry, Damaris Rodriguez-Cowen)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,090.40	2,090.40	0.00%
Others (Marketing Specialist, Tanya Gionnetti)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,667.52	4,667.52	0.00%
Others (Care Coordinator, Jason Rudolph)	0.00	0.00	0.00	0.00	0.00	0.00	72.90	0.00	73.91	1.01	98.63%

REIMBURSEMENT CERTIFICATION

Champaign, County of

Category	Expenditures								Agreement		
	Expense	Cash	Inkind	Total Match	Current Period	Correction	Agreement YTD	Match YTD	Budget	Balance	Expend%
Sub Total for Personal Services (Incl Salary & Wages)	21,661.53	0.00	0.00	0.00	21,661.53	0.00	52,913.55	0.00	127,125.40	74,211.85	41.62%
2. Fringe Benefits											
FICA	1,663.16	0.00	0.00	0.00	1,663.16	0.00	4,033.20	0.00	9,725.09	5,691.89	41.47%
Retirement	1,174.12	0.00	0.00	0.00	1,174.12	0.00	2,856.81	0.00	7,569.05	4,712.24	37.74%
Health Insurance	226.07	0.00	0.00	0.00	226.07	0.00	952.36	0.00	8,796.27	7,843.91	10.83%
Others (Life Insurance)	5.71	0.00	0.00	0.00	5.71	0.00	14.75	0.00	42.15	27.40	34.99%
Others (Unemployment Insurance)	0.00	0.00	0.00	0.00	0.00	0.00	4.06	0.00	1,461.94	1,457.88	0.28%
Workmens Compensation	102.72	0.00	0.00	0.00	102.72	0.00	250.47	0.00	1,561.10	1,310.63	16.04%
Sub Total for Fringe Benefits	3,171.78	0.00	0.00	0.00	3,171.78	0.00	8,111.65	0.00	29,155.60	21,043.95	27.82%
3. Travel											
InState Mileage	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,310.00	1,310.00	0.00%
4. Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5. Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
6. Contractual Services											
Others (Surface 51)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	1,500.00	0.00%
7. Occupancy - Rent and Utilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
8. Telecommunications	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
9. Training and Education	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%

REIMBURSEMENT CERTIFICATION

Champaign, County of

Category	Expenditures								Agreement		
	Expense	Cash	Inkind	Total Match	Current Period	Correction	Agreement YTD	Match YTD	Budget	Balance	Expend%
Total Program Expenses	24,833.31	0.00	0.00	0.00	24,833.31	0.00	61,025.20	0.00	159,091.00	98,065.80	38.36%
TOTAL DIRECT EXPENSES	24,833.31	0.00	0.00	0.00	24,833.31	0.00	61,025.20	0.00	159,091.00	98,065.80	38.36%
Indirect Costs											
De Minimis Rate – up to 10%	2,483.33	0.00	0.00	0.00	2,483.33	0.00	6,102.52	0.00	15,909.00	9,806.48	38.36%
TOTAL EXPENDITURES	27,316.64	0.00	0.00	0.00	27,316.64	0.00	67,127.72	0.00	175,000.00	107,872.28	38.36%
TOTAL PAYABLE	0.00	0.00	0.00	0.00	27,316.64	0.00	0.00	0.00	0.00	0.00	0.00%
Source of Funds											
1. Fees and Collections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
2. State Agreement	27,316.64	0.00	0.00	0.00	27,316.64	0.00	67,127.72	0.00	175,000.00	107,872.28	38.36%
3. Local	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
4. Federal	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
5. Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Source of Funds	27,316.64	0.00	0.00	0.00	27,316.64	0.00	67,127.72	0.00	175,000.00	107,872.28	38.36%

REIMBURSEMENT CERTIFICATION

Champaign, County of

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

Authorized Signature Amanda Knight 	Date 10/24/2023	Title: Director of Finance
Contact Person Name: Esther Thomas		Telephone Number: 217-531-4262
Authorized Signature (additional)	Date	Title:
Contact Person Name:		Telephone Number:
IDPH Authorized Signature	Date	Title:

FOR STATE USE ONLY

	Advance	INDEX	PCA	A OBJ. CODE	AMOUNT
Advance Outstanding					
Advance Issued or Applied					
Balance					
Message					
Authority: P.A. 368 of 1978 Completion: is a Condition of Reimbursement			The Champaign, County of is an equal opportunity employer, services, and program provider.		

Preventative Services - County Sex Ed
September 2023

	Sep-23
PERSONAL SERVICES	
Alyx McElfresh	\$854.95
Kelly Flanigan	\$483.77
Total Personal Services	1,338.72
FRINGE BENEFITS	
Health Insurance	185.83
Life Insurance	0.34
FICA	100.28
IMRF	70.60
Illinois Unemployment Insurance	-
Workers Compensation	6.35
Total Fringe Benefits	363.40
Total Personal Services & Fringe Benefits	1,702.12
CONTRACTUAL SERVICES	
Postage	0.63
Total Contractual Services	0.63
SUPPLIES	
Total Supplies	-
TRAVEL	
Mileage	230.07
Total Travel	230.07
Total	1,932.82

County Well Water Testing
September 2023

	Sep-23
PERSONAL SERVICES	
Jeff Blackford	22.38
Tammy Hamilton	18.06
Laura Shobe	54.52
Sarah Michaels	\$29.21
Total Personal Services	124.17
FRINGE BENEFITS	
Health Insurance	4.94
Life Insurance	0.04
FICA	9.31
IMRF	6.58
Illinois Unemployment Insurance	-
Workers Compensation	2.74
Total Fringe Benefits	23.61
Total Personal Services & Fringe Benefits	147.78
CONTRACTUAL SERVICES	
Postage	33.85
Total Contractual Services	33.85
SUPPLIES	
Total Supplies	-
TRAVEL	
Mileage	2.16
Total Travel	2.16
Total	183.79



**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

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

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

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 : _____

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

By : Julie A Pryde
Signature of Authorized Representative

By : _____

Signature of Designee

Date : _____

Printed Name : _____

Printed Title : _____

Designee

Date : 08/16/2023

Printed Name : JULIE A PRYDE

Printed Title : ADMINISTRATOR

E-mail : JPRYDE@C-UPHD.ORG

By : _____

Signature of Second Grantor Approver,
if applicable

Date : _____

Printed Name : _____

Printed Title : _____

Second Grantor Approver

By : _____

Signature of Second Grantee Approver,
if applicable

Date : _____

Printed Name : _____

Printed Title : _____

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 Ill. Admin. Code 7000.30.
- "Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.
- "Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.
- "Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. 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 Ill. 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 Ill. Admin. Code 7000.30.
- "Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.
- "GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.
- "Grant Agreement" has the same meaning as in 44 Ill. 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 Ill. Admin. Code 7000.30.
- "Indirect Costs" has the same meaning as in 44 Ill. 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 Ill. Admin. Code 7000.30.
- "Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.
- "Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.
- "Prior Approval" has the same meaning as in 44 Ill. 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" means the federal System for Award Management (SAM), the federal repository into which an

entity must provide information required for the conduct of business as a recipient.

"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, 2023 and expires on June 30, 2024 (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 06/26/2023. 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 47180009L.

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 Governmental.
- If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.
- 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**.

- 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 a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% 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, 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 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 \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters 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. 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 \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
- (i) If, during its fiscal year, Grantee expends \$500,000 or more in 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 \$500,000 in State-issued Awards, but expends \$300,000 or more 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 \$750,000 or more 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 \$750,000 in

Federal Awards and state Awards, singularly or in any combination, from all sources, 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 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.
To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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.

**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. This Agreement and Grantee's Obligations and services hereunder must be 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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. The focus of this grant is to help the Grantee, as part of the healthcare and public health system, to quickly and effectively respond to and recover from 21st century threats by enhancing communications, improving resource management, and building medical surge capacity. The Grantee can accomplish this by assessing, prioritizing, building, and exercising the necessary resource elements, tasks, and functions of the Centers for Disease Control and Prevention's (CDC) most current version of the Public Health Emergency Preparedness (PHEP) Capabilities National Standards as amended from time to time (<https://www.cdc.gov/phpr/readiness>). The Grantee will include in its quarterly reporting both specific mandated deliverables from the Scope of Work and Performance Measures listed below - as well as various activities selected and prioritized by the Grantee according to its local and regional priorities. The Grantee is expected to conduct activities that will fully repair the Grantee's Public Health and Medical Services Response Regions (PHMSRR) public health or healthcare preparedness gaps identified through exercises, events, and other public health preparedness risk assessment and planning. The Grantee is also required to perform certain deliverables that will lead to the generation and reporting of performance measures to the Department.

EXHIBIT B
DELIVERABLES OR MILESTONES

The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this Agreement. The grant application submitted by Grantee related to this Agreement is hereby incorporated and made a part of this Agreement.

B.1. The Grantee shall:

B.1.1. Meet the following annual requirements (Performance Standards): As part of the Department's formulation of an Emergency Medical Disaster Plan under 210 ILCS 50/3.255, the Grantee shall assist the Department in creating and coordinating volunteer medical response teams that can be deployed to assist when a locality's capacity is overwhelmed.

B.1.2. The Grantee will build, sustain, and advance the Grantee's Volunteer Management capability by ensuring that, at all times, at least two Department Grantee staff have a login and password to the Illinois HELPS volunteer registration system and are capable of registering volunteers.

B.1.2.1. If the Grantee hosts a Medical Reserve Corps (MRC), the Grantee shall:

B.1.2.1.1. Conduct one or more of the following activities, engaging at least 51% of existing active MRC unit members, during the current year: Training, Exercises, Activities, Responses, and/or Events.

B.1.2.1.2. Meet all of the federal MRC program criteria, as amended from time to time, including requirements that the unit enter activities on a quarterly basis. Current requirements can be found at: <https://mrc.hhs.gov/leaderFldr/QuestionsAnswers/RegistrationCriteriaFAQs>;

B.1.2.1.3. Participate in an HHS Technical Assistance Assessment when requested;

B.1.2.1.4. Participate in at least 50% of quarterly state notification drills or exercises.

B.1.2.1.5. In the absence of an MRC Unit, the Grantee shall have a Department pre-approved written agreement in place for the services of an MRC unit hosted by another entity, or by **September 30, 2023**, submit a detailed request and plan to the Department ERC for approval of an alternative volunteer unit.

B.1.2.1.6. NOTICE: This award formula provides the Grantee an additional \$2,000 that is already included in the Grantee's maximum award if, and only if, Department has determined that a grantee hosted a Medical Reserve Corps (MRC) unit as of **February 13, 2023**.

B.1.3. The Grantee shall sustain or build the Community Preparedness capability by completing the following:

B.1.3.1. By **November 17, 2023**, or within 30 days of the Department-provided knowledge management system platform/template being available for submission (whichever is later), the Grantee shall conduct a detailed and comprehensive self-assessment of the status of all PHEP Capabilities, Tasks and resource elements utilizing the PHEP Capability Planning Guide (CPG). The Department Emergency Response Coordinator (Department ERC) may make recommendations concerning errors in the self-assessment which Grantee shall address in the revised self-assessment. Grantee shall collaborate with the Regional Hospital Coordinating Center (RHCC) in the healthcare coalition regional CPG capability assessment process.

B.1.3.2. By **May 31, 2024**, the Grantee shall participate in and/or conduct an Integrated Preparedness Planning Workshop-IPPW (formally TEPW) to review, prioritize, and coordinate exercise and training activities to improve and validate actual preparedness capabilities. The detailed and comprehensive results of this IPPW will be incorporated into the Integrated Preparedness Plan-IPP (formally MYTEP)

document.

B.1.3.3. By **June 30, 2024**, the Grantee shall create, collaborate on, or update its local IPP in using the results of the Grantee's most current annual IPPW) for Department ERC's review and approval.

B.1.3.4. By **June 30, 2024**, the Grantee shall review and update its jurisdiction's detailed and comprehensive Hazard Vulnerability Risk Assessment (HVA) that, in coordination with its jurisdictional partners, prioritizes risks to the Grantee's public health and healthcare system including addressing the functional and access needs of at-risk individuals.

B.1.3.5. The Grantee shall update the HVA:

B.1.3.5.1. If a new hazard(s) and/or new risk(s) to the public health and healthcare system in its jurisdiction is identified,

B.1.3.5.2. An adjustment to an existing metric is warranted

B.1.3.5.3. If the local emergency management agency requests an HVA or update, or

B.1.3.5.4. If the Department-designated healthcare coalition's RHCC requests an update of a regional HVA.

B.1.3.6. By June 30, 2024, the Grantee shall fully and actively participate in regional healthcare coalition meetings at least once per year, in accordance with the Department-designated healthcare coalition's governance structure as it applies to Department Grantee's members, as amended from time to time. In the event that Department Grantee is a member of more than one coalition, Department Grantee must attend at least one meeting for each coalition annually to meet this requirement.

B.1.3.7. The Grantee shall fully review and revise, as necessary, the Grantee's local emergency plans with its listed roles and responsibilities in the healthcare coalition's Regional Response Plan, and fully participate in planning, training, exercising and evaluating the coalition-level plans, as requested by the Department-designated healthcare coalition's RHCC by **June 30, 2024**.

B.1.4. The Grantee shall sustain or build the **Information Sharing** capability by completing the following:

B.1.4.1. The Grantee shall maintain continuous access to, and an appropriate staff member's ability to, fully use HHS/ASPR Inventory Management and Tracking System (IMATS) and assure that all validated SNS drop site facilities, and dispensing site locations and any SNS inventory are maintained in IMATS. .

B.1.4.2. The Grantee shall continuously publish and maintain up to date Primary, Secondary, and Tertiary 24/7/365 after-hours emergency contact information for key Department Grantee staff, who can address the following: Communicable Disease, Environmental Health, Administration, and Emergency Response in the Department provided Knowledge Management System and, on the Grantee's public web site, such that the general public, healthcare coalitions, hospitals, or other Public Health Emergency Planning and Response Stakeholders can find and promptly reach a staff person to report a suspected or actual public health incident or event in accordance with 77 Ill Adm. Code 615.340.

B.1.4.3. The Grantee shall submit a semi-annual comprehensive inventory list, including serial number, of all Starcom radios and any other state equipment issued to Department Grantee. The inventory list must include the signature of the inventory control staff member. The inventory list must be submitted no later than **August 31, 2023** and **February 28, 2024**.

B.1.4.4. The Grantee shall keep a record of equipment purchased within the project period (beginning **July 1, 2019**) with at least \$5,000/unit of PHEP funds and respond to requests for information by **October 31, 2023**, and **July 30, 2024**. Inventory must include serial or ID numbers, location of

equipment, acquisition date, cost, % of federal funds used, retention, and records of disposal. A project period close-out report of equipment purchased between **July 1, 2019**, and **June 30, 2024**, with at least \$5,000/unit of PHEP funds will be due **July 30, 2024**, via Department provided Smartsheet link.

B.1.5. The Grantee shall build, sustain, and advance Grantee's **Medical Countermeasure Dispensing and Administration** capability by completing the following:

B.1.5.1. The Grantee shall fully and actively participate in site visits annually as directed by the Department ERC.

B.1.5.2. The Grantee shall participate in an annual resource request with hospitals in its jurisdiction no later than June 15th each year.

B.1.6. Per the Department's current Department **Training and Exercise** Guidance and in alignment with HSEEP standards, the Grantee shall conduct sufficient planning and preparation so that between **July 1, 2019** and **June 30, 2024**, the Grantee conducted at least one exercise(s) or event(s) that fully tested the CDC PHEP Capabilities of all of the following: 1) Medical Countermeasure Dispensing (determining actual throughput); 2) Information Sharing with all relevant entities, 3) Volunteer Management, and 4) Public Health Surveillance and Epidemiological Investigation (as part of a Disease Outbreak or a disease outbreak scenario-based exercise). These can be done simultaneously or separately so long as 2 other PHEP capabilities are also fully tested at the same time. Other PHEP Capabilities may be tested as determined by the event, HVA, CPG assessments, previous Grantee's AAR/IPs and current Department Training and Exercise Guidance.

B.1.7. The Grantee will conduct or significantly participate in an annual exercise or Department-approved planned event or incident response and complete the AAR/IP as described in the current Training and Exercise Guidance. CDC-defined CRI drills alone will not meet the requirement for an annual exercise but may be included as part of a larger exercise meeting the other requirements in this section.

B.1.7.1. To use a planned event or incident response to meet the annual exercise requirement, the Grantee must have written Department approval.

B.1.7.1.1. To use a Planned Event: The Grantee must submit a written request to the Department ERC no less than 30 days prior to the start of the planned event Department. The Department will evaluate each request on a case-by-case basis and may request additional information or require certain additional activities or condition its approval on certain minimum standards or actions. The Grantee must keep documentation of the request and Department approval along with other supporting grant documents required by this agreement.

B.1.7.1.2. To use an Incident: The Grantee must submit a written request to the Department ERC as soon as reasonably possible following a real-world event. The Department will evaluate each request on a case-by-case basis and may request additional information or require certain additional activities or condition its approval on certain minimum standards or actions. The Grantee must keep documentation of the request and Department approval along with other supporting grant documents required by this agreement

B.1.7.2. The Grantee will complete After-Action Report/Improvement Plan (AAR/IP) for all Incidents, Events, and exercises within 60 days following the Incident, Event, or exercise, but no later than 30 days after the grant year ends. The Grantee will provide the AAR/IP to the Department ERC within 2 business days after completion.

B.1.7.3. The Grantee will conduct staff notification (and other communication) drills, either individually or in combination, or as part of a larger exercise, as follows:

B.1.7.3.1. One incident command staff alert notification and assembly drill (in-person or virtual) each

year outside of normal business hours according to the current Training and Exercise Guidance.

B.1.7.3.2.Ensure a signed Illinois Public Health Mutual Aid System (IPHMAS) agreement is on file.

B.1.7.3.2.1.Grantee shall respond to all IPHMAS requests for an actual incident or event and shall respond to at least one IPHMAS requests as part of a drill or exercise, actual event, or incident.

B.1.7.3.2.2.Grantee shall initiate one IPHMAS request as part of a drill, exercise, incident, or event by **June 30, 2024** and will provide a list of participants to the Department ERC within 30 days of the IPHMAS request.

B.1.7.3.3.Participate in at least one StarCom21 radio communication drill per quarter with other health departments and other response partners, such as the healthcare coalition, local EMA, IEMA, and the Department per current Department Training and Exercise Guidance.

B.1.7.3.4.Continuously maintain at least two people that could function as the Grantee's Incident Commander. Each must have successfully completed the Department's T&E Guidance Response level 3 courses (including IS 100, 200, 300, 400, 700, and 800) by June 30, 2024, as grant timeline permits.

B.1.7.3.5.Maintain detailed and comprehensive written records of the nature of Grantee's participation in these exercises and drills per the current Department Training and Exercise Guidance, as amended from time to time.

B.1.7.3.6.Provide timely response to CDC or Department-initiated, or other locally initiated regional notification/communication drills, including those conducted through telephone, SIREN, StarCom21, and/or other methods.

B.1.8.At least one Grantee employee with preparedness or response duties shall attend the Department's annual Integrated Public Health and Medical Preparedness Summit Conference.

B.1.9.The Grantee will report completion of these requirements in the Performance Measures modules in the Department-provided electronic grants management system by their respective due dates, or within 30 days of receiving an executed grant if said due date has passed.

B.1.10.The Grantee will include in its work plans detailed and comprehensive Objectives and Activities addressing a minimum of three (3) Department-assigned Capabilities each year, such that, in combination with the required Performance Measures, all fifteen (15) capabilities are addressed by **June 30, 2024**.

B.1.10.1.Progress made on these work plan activities will be entered quarterly into the Work Plan Report and submitted in the Department-provided electronic grants management system by their due date, or within 30 days of receiving an executed grant if said due date has passed.

B.1.10.2.Actual expenses associated with work plan activities shall be referenced in the quarterly work plan report within the quarter in which they were incurred, and this shall include backup documentation such as paid bills and receipts attached to the expenditure report when requested.

B.2.For BP5 Workplans, evaluate and improve the following PHEP capabilities:

B.2.1.By June 30, 2024, the Grantee will build, sustain, and advance the Grantee's **Public Health Laboratory Testing** capability:

B.2.1.1.By reviewing and revising, as necessary, response plans. Response plans may include local health department roles and responsibilities related to:

B.2.1.1.1.Contacting and coordinating with local law enforcement, CBRNE teams, HazMat teams, poison control centers, and local emergency planning committees (LEPCs)

B.2.1.1.2.Coordination with first responders who may initially identify overt exposure incidents

B.2.1.1.3.Coordination with jurisdictional stakeholders for, screening, triaging, and/or handling

samples related to biological, chemical, radiological, nuclear, and/or explosive incidents

B.2.1.1.4. Information sharing needs for coordination and communication with jurisdictional sentinel laboratories

B.2.1.1.5. Specimen packaging and shipping

B.2.1.2. By June 30, 2024, attend at least one LHD-relevant Illinois Department of Public Health Division of Laboratory sponsored training on topics that may include packaging and shipping, sample collection, and Laboratory Response Network overview.

B.2.1.3. By June 30, 2024, identify, train, and assure competence of personnel responsible for providing timely authorization for laboratory testing to detect, characterize, confirm, and report biological, chemical, radiological, and public health threats.

B.2.1.4. By June 30, 2024, ensure procedures are in place to maintain proper security of laboratory testing records including procedures that involve data exchanges with jurisdictional partners. Procedures should address inappropriate or unauthorized disclosure of secure information.

B.2.1.5. By June 30, 2024, share information with jurisdictional partners responsible for submitting samples to IDPH Division of Laboratories to encourage registration in the Electronic Test Ordering and Reporting (ETOR) portal.

B.2.1.6. By June 30, 2024, conduct or coordinate with jurisdictional subject matter experts to provide chemical emergency outreach to at-risk communities to include preparedness information, effects of chemical exposure based on jurisdictional risks, avoiding exposure, and where to obtain information during an emergency. Exposure topics may include but are not limited to, radon, lead, carbon monoxide, ammonia, chlorine, and environmental release from jurisdictional chemical industries.

B.2.2. The Grantee will build, sustain, and advance the Grantee's **Medical Material Management and Distribution** capability:

B.2.2.1. By **June 30, 2024**, review and revise Points of Distribution and Mass Prophylaxis plans based on COVID-19 after-action reviews and improvement plans

B.2.2.2. By **June 30, 2024**, develop a resupply plan to ensure warehoused supplies are cycled to account for expiration dates, extensions, and maintenance of emergency supplies.

B.2.2.3. By **June 30, 2024**, perform an assessment jurisdictional medical materiel needs and distribution response capacity to identify gaps and inform distribution site selection (number of sites and locations), personnel resource requirements, transportation requirements, inventory management strategies, and security measures. The assessment may include

B.2.2.3.1. Inter- and intra-jurisdictional roles and responsibilities, such as determining the respective roles of supporting jurisdictional agencies and third-party professional warehouse and transportation companies

B.2.2.3.2. RSS sites, warehousing strategies, and logistical support needs for the jurisdiction's network of distribution sites

B.2.2.3.3. Materiel needs for general and targeted populations, including supplies and resources for populations at risk and underserved facilities that may be disproportionately impacted by an incident

B.2.2.3.4. Additional resources necessary to execute the jurisdictional medical materiel distribution strategy

B.2.2.3.5. Solutions to address potential transportation challenges, including road closures, inclement weather, power outages, and other challenges

B.2.2.3.6. Anticipated needs of sites, such as hospitals and health care facilities, that would serve as both distribution sites and dispensing/administration sites

B.2.2.3.7. Assessment of distribution needs when medical countermeasures would be delivered through direct ship methods

B.2.3. The Grantee will build, sustain, and advance the Grantee's **Medical Surge** capability by participating with its respective coalition in planning, training, exercising, and evaluating the annual medical surge annex such that the HPP Readiness and Operational Cycle is complete for pediatric surge by **June 30, 2020**; for infectious disease by **June 30, 2021**; for burn surge by **June 30, 2022**; for radiological surge by **June 30, 2023**; and for chemical surge by **June 30, 2024**.

B.2.4. By **June 30, 2024**, grantees will build the **Non-Pharmaceutical Interventions** capability by collaborating with local EMAs, Human Services, Community Organizations Active in Disasters (COAD) groups, Long-Term Recovery Groups (LTRG), etc. to review and revise jurisdictional COVID-19 Alternate Housing Plans. Plans will clarify roles and responsibilities and identify or review potential alternate housing locations and wrap around services for High Consequence Infectious Disease (HCID) patients and high-risk community contacts to use for isolation and/or quarantine. Locations and wrap-around services shall be verified quarterly to confirm availability of resources.

B.2.5. The Grantee will participate in the continued review and revision of the Coalition's Crisis Standards of Care Annex, including Local Health Department roles and responsibilities during conventional, contingency, and crisis standards of care.

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

B.2.1. Provide overall oversight for the Program.

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

B.2.3. Monitor the work of grantee organizations to ensure compliance with the terms of the Program and the activities to be performed as described in the grantee organization application and this Agreement.

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

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

**EXHIBIT C
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: Jenna Woker
Title: PHEP/HPP Program Manager
Address: 422 South 5th Street ,
Springfield, IL 62071

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: Jenna Woker
Title: PHEP/HPP Program Manager
Address: 422 South 5th Street ,
Springfield, IL 62071
Phone: 217-670-3117
TTY #: 800-547-0466
Fax #:
E-mail Address: Jenna.Woker@illinois.gov

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 quarterly. Performance reports shall include the following information:
 - D.2.1. Pursuant to Section 14.3 of **PART ONE**:
 - A comparison of actual accomplishments to the objectives of the award established for the period;
 - D.2.1.1 Where the accomplishments can be quantified, a computation of the cost;
 - D.2.1.2 Performance trend data and analysis is not required; and
 - D.2.1.3 Reasons why any established goals were not met, and a narrative explanation of why the objectives were not achieved.
 - D.2.2. Progress of the program and project as of the close of the period being reported on;
 - D.2.3. Description of the use and expenditure of Grant Funds awarded under this Agreement;
 - D.2.4. Any other information required by the Grant Instructions.
 - D.2.5. Data shall be reported through June 30, 2024
- 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 sixty (60) calendar days following the end of the period of performance. If this Agreement is terminated early, regardless of the reason, Grantee shall submit a final close-out performance report within sixty (60) calendar days following the effective date of termination.
 - D.3.3. Expenditure reports and reimbursement reports shall be submitted monthly in a format requested by the Department.
- 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.

Metric	Data Reported	Report Frequency	Electronic Grants Management System Reporting	Knowledge Management System Reporting	Performance Standard
--------	---------------	------------------	---	---------------------------------------	----------------------

NIMS Training requirements for LHDs per Department Training & Exercise guidance	Number of personnel required to complete ICS training course/ current staff who have completed Department required ICS training course	Data can be updated throughout the budget year but is reported annually.	Data is recorded in the Department-provided electronic grants management system auto-calculates percentages and generates reports.	N/A	At least two people have completed Department T&E Guidance Response level 3 courses (IS 100, 200, 300, 400, 700, and 800) by June 30, 2024 · 100% of all staff designated to take a course have completed the course.
Annual Exercise or Event with AAR/IP	Annual Exercise/ Event Date, Date of completion of AAR/IP Exercise Type (TTX, FE, FSE) AAR/IP	Annually.	Date of exercise and type of exercise is reported in the Department-provided electronic grants management system. Date of AAR/IP completed is also recorded in the Department-provided electronic grants management system.	AAR/IP from annual exercise is uploaded into Department provided knowledge management system (Department provided KMS).	· Annual exercise will be completed by June 30, 2024. · AAR/IP is completed no later than 60 days following the exercise/event or no later than by 7/31/24, whichever comes first.
Annual update to PHEP CPG Assessment	Responses to the CPG Assessment are updated.	Annually	NA	Department provided KMS CPG Module is used to complete/update the assessment.	CPG assessment is complete by 11/17/2023.

<p>Annual IPPW and IPP as per HSEEP and Department Training & Exercise guidance</p>	<p>Date IPPW was conducted</p> <p>Narrative documentation of the IPPW outcomes.</p> <p>Update and Maintenance of IPP.</p>	<p>Annually</p>	<p>The Date of the IPPW is entered into the Department-provided electronic grants management system by the 4th quarter</p>	<p>IPPW is held by and narrative documentation of the IPPW is uploaded into the Department provided KMS.</p> <p>The Department provided KMS IPP module is updated and utilized to maintain a schedule of all trainings and exercises.</p>	<p>IPPW held by 5/31/24 and narrative documentation is completed by 6/30/24</p> <p>Any additions to the IPP schedule following the IPPW is inputted into the Department provided KMS IPP module by 6/30/24.</p> <p>The IPP is maintained throughout the year and accurately reflects all scheduled training and exercises.</p>
<p>Update HVA</p>	<p>Update the Public Health System Risk Assessment (PHS-RA) by June 30, 2023</p>	<p>June 30, 2024</p>	<p>N/A</p>	<p>Public Health System Risk Assessment (PHS-RA) in the Department provided KMS</p>	<p>Update of HVA is completed by 6/30/24</p>

Active participation in healthcare coalition meetings	Dates of healthcare coalition meetings attended.	Maintain quarterly	Report dates of HCC meeting attended in the Department-provided electronic grants management system	N/A	By June 30, 2024, each LHD regional representative will participate in at least one healthcare coalition meeting, or one per coalition membership as applicable.
Update Jurisdictional Data regarding ability to Receive, Store, and Ship medical countermeasures	Update Jurisdictional Data Sheet per CDC guidance	Annually	Report date of completion of Jurisdictional Data Sheet	Complete Jurisdictional Data Sheet in the Department provided KMS.	June 30, 2024
Local drop site survey	Date completed	Annually	Date completed is reported in the Department-provided electronic grants management system	N/A	June 30, 2024

<p>MRC of volunteer unit Affiliation with LHD</p>	<p>Affiliation level ("Hosted", "Affiliated", "Other", "None") and action taken</p>	<p>Annually</p>	<p>Complete the Department-provided electronic grants management system progress report (If "Hosted": name of MRC; if "Affiliated": name of MRC and date MOU signed with MRC unithosted by another facility; if "Other": Name and type of other unit, and date of Department approval of alternative volunteer unit; if "None": a note about progress made toward one of the above)</p>	<p>N/A</p>	<p>February 13, 2024</p>
<p>MRC Drill (if attached to MRC/alternative volunteer unit)</p>	<p>Date of MRC drill</p>	<p>Annually</p>	<p>Record date(s) of drill(s) in the Department-provided electronic grants management system</p>	<p>Upload drill documentation in Department provided KMS (drill can be documented in an abbreviated version of standard HSEEP AAR/IP format)</p>	<p>LHDs who are attached to an MRC/alternative volunteer unit will conduct an annual MRC drill by June 30, 2024</p>

At least one employee with preparedness and response duties will attend the Department's annual conference	Attendance (Yes or No)	Annually	Indicate whether metric is met in the Department-provided electronic grants management system by 4th quarter	N/A	Attendance at the Department annual conference will be recorded in EGRAMS by June 30, 2024
Exercise meets requirement to test MCM-throughput, info-sharing, volunteer management, or Public Health Surveillance/ Epi Investigation	Capabilities Tested AAR/IP	Once in five years	Record in the Department-provided electronic grants management system date AAR/IP is uploaded	AAR/IP is uploaded in Department provided KMS	60 days after exercise/event, but no later than July 31, 2024
After Hours IC Staff Alert & Assembly Drill	Date completed	Annually	Date completed is recorded in the Department-provided electronic grants management system	Documentation (can be an abbreviated version of HSEEP AAR/IP format) is uploaded in the Department provided KMS.	June 30, 2024

IPHMAS Request Drill / Exercise	Date completed	Annually	Date of drill is reported in the Department-provided electronic grants management system	Upload documentation of an event or incident in the Department provided KMS (drill can be documented in an abbreviated version of standard HSEEP AAR/IP format)	Complete drill and documentation by June 30, 2024
IL Helps Drill	Date completed	Annually	Date of drill is recorded in EGrAMS	N/A	Participate in at least 50% of drills by June 30, 2024
Conduct Quarterly STARCOM 21 Drill with Partners	Date completed	1st Qtr.	Record date of drill in the Department-provided electronic grants management system	N/A	Complete drill September 30, 2023
Conduct Quarterly STARCOM 21 Drill with Partners	Date completed	2nd Qtr.	Record date of drill in the Department-provided electronic grants management system	N/A	Complete drill December 31, 2023

Conduct Quarterly STARCOM 21 Drill with Partners	Date completed	3rd Qtr.	Record date of drill in the Department-provided electronic grants management system	N/A	Complete drill March 31, 2024
Conduct Quarterly STARCOM 21 Drill with Partners	Date completed	4th Qtr.	Record date of drill in the Department-provided electronic grants management system	N/A	Complete drill June 30, 2024

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 imposed.

E.2. Imposition of Conditions.

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

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

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

E.2.1.2. The Grantee shall request, in writing, prior approval from the Department for any major purchases using Grant funds and shall not complete the purchase until the Department has granted its approval. In addition, the Grantee shall provide monthly financial reports, including a comparison of budgeted expenditures to actual, upon request by the Department, in the format provided by the Department. The Grantee shall receive technical support in the form of required training from the Department, upon request by the Department. In addition, the Grantee shall be subject to the Department's on-site review of the Grantee's subrecipient monitoring activities, upon notice by the Department.

E.2.1.2.1. This condition will be removed if Grantee implements; additional controls for reviewing and approving expenses corrective actions that include new or enhanced controls over equipment, property, and procurement activities, corrective actions to enhance subrecipient monitoring and management, or a some combination.

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

E.3. Removal of Conditions.

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

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

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

PART TWO – THE GRANTOR-SPECIFIC TERMS

PART TWO – Grantor-Specific Terms

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

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 may utilize subcontractors in the performance of this Agreement. If Grantee is allowed to utilize subcontractors, even if such subcontractors are identified in the grant application, budget, or any other grant documents, they will not be approved until such time as (i) the Grantee submits a Subcontractor and Sub-grantee Authorization Form 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 May 31, 2024, 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 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 quarterly. The first of such reports shall cover the first three 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. 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 laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all rights, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

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 or any 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 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, 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. 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 not 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. Competitive Grants. Competitive grants may be awarded to successful applicants for up to 3 years (one-year initial period of performance with the option to renew for up to 2 additional years) if:

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

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

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

29.11.2.2. 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 : [319C-1 of the PHS Act (47 USC § 247d3a) as amended]
- 30.2. The Department is making this grant pursuant to appropriation number(s) : [063-48270-1900-0200]
- 30.3. The Department is making this grant pursuant to federal grant number(s) : [NU90TP922056]

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

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.

Reimbursement

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

PART THREE – THE PROJECT-SPECIFIC TERMS

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:

Grantee is required to claim a 10% match (Cash or In Kind) as part of their budget.
Grantee will claim a 10% match by June 30, 2024 for all reimbursements requested



**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

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

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

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: Sameer Johra

By: Julie A. Pryde

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

Signature of Authorized Representative

By: Cortnie Schierman

Date: 10/31/2023

Signature of Designee

Printed Name: JULIE A. PRYDE

Date: 11/1/23

Printed Name: Cortnie Schierman
Executive Assistant

Printed Title: ADMINISTRATOR

Printed Title: _____

E-mail: JPRYDE@C-UPHD.ORG

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.

"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" means the federal System for Award Management (SAM), the federal repository into which an

entity must provide information required for the conduct of business as a recipient.

"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, 2023 and expires on June 30, 2024 (the Term), unless terminated pursuant to this Agreement.
- 2.2. Amount of Agreement. Grant Funds shall not exceed \$207,263.50, of which \$10,150.00 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**):

Payments for each CHPG-24 program is specified in PART THREE, Article 32.2.

Reimbursements (Quarterly)

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

- 2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) for Perinatal Hepatitis B Prevention is 1NH23IP922637-01-00, the federal awarding agency is Department of Health and Human Services, and the Federal Award date is 07/01/2019. If applicable, Safe Drinking Water - the Federal Award Identification Number (FAIN) is 98542814, the Federal

awarding agency is United States Environmental Protection Agency (USEPA), and the Federal Award date is 10/01/2018. The Catalog of State Financial Assistance (CSFA) Number is Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is Body Art - 482-00-0903, Local Health Protection Grant - 482-00-0901, Perinatal Hepatitis B Prevention through Case Management - 482-00-1025, Safe Drinking Water - 482-00-1034, Tanning - 482-00-0902, Tick Surveillance - 482-00-0904, Vector Surveillance and Control - 482-00-0904. The State Award Identification Number (SAIN) is 48080009L.

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 Governmental.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

- 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**.
- 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 a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% 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, 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 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 due 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 \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters 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. 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 \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
- (i) If, during its fiscal year, Grantee expends \$500,000 or more in 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 \$500,000 in State-issued Awards, but expends \$300,000 or more 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 \$750,000 or more 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 \$750,000 in

Federal Awards and state Awards, singularly or in any combination, from all sources, 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 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.
To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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.

**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. This Agreement and Grantee's Obligations and services hereunder must be 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A
PROJECT DESCRIPTION

- A.1. The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the term of this grant.
- A.2. For the Body Art Program, the Grantee will conduct inspections of body art establishments as assigned by the Department to increase compliance in these locations and decrease injury, disease and prolonged health issues that may occur with users of these services.
- A.3. Ground Water Program : N/A
- A.4. Lead Poisoning Prevention and Response : N/A
- A.5. The Local Health Protection Grant (LHPG) Program supports a statewide system of certified local health departments to assure the protection of the public through the provision of various health protection programs. The Illinois Department of Public Health (IDPH) administers the LHPG program, which provides funding to all certified local health departments in Illinois. This funding ensures that basic levels of protection for Illinois residents are maintained at the community level for infectious diseases, food protection, safety of the potable water supply, and private sewage disposal.
- a. Each certified local health department must implement the following health protection programs: a comprehensive program to control infectious diseases; a comprehensive food protection program; a program to assure provision of safe, potable supplies of water for drinking, culinary, and sanitary purposes, with the focus on non-community, semi-private, and private water supplies; and a program to prevent the transmission of disease organisms, environmental contamination, and nuisances resulting from improper handling, storage, transportation, and disposal of sewage from private sewage disposal systems.
- b. Each certified local health department must administer these health protection programs in accordance with the Local Health Protection Grant Code (77 Ill. Adm. Code 615).
- A.6. The Perinatal Hepatitis B Prevention Program supports the Grantee's efforts to collaborate with health care providers to ensure a comprehensive approach to identifying pregnant women infected with hepatitis B (HBsAg+) and managing the preventive care of their infants and household contacts. Funding supports case identification and infants case management services over the course of the infants' first two years of life to ensure that the infant is age-appropriately vaccinated against hepatitis B and tested to ensure that the infants was not perinatally infected. It is essential to ensure that high risk infants are aggressively case managed to complete their vaccination series and to acquire testing to determine the infant's serostatus.
- A.7. Pre-Exposure Prophylaxis : N/A
- A.8. The Safe Drinking Water Program provides supplemental funding for oversight of noncommunity public water supplies to certified local health departments acting as agents for the Department conducting the Potable Water Supply Program under the Local Health Protection Grant. Grantees assure non-community public water supplies are in compliance with USEPA Drinking Water Regulations and provide safe drinking water to the public. A non-community public water supply provides water for human consumption at non-residential facilities through pipes or other constructed conveyances to at least 15 service connections or serves an average of at least 25 people for at least 60 days a year.
- A.9. For the Tanning Facilities Program, the Grantee is to conduct inspections of tanning facilities as assigned by the Department to increase compliance in these locations and decrease injury, disease and prolonged health issues that may occur with users of these services.
- A.10. The Vector Surveillance and Prevention Program funds certified local health departments to conduct environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis, Zika virus and other vector borne diseases. The Illinois Department of Public Health may issue grants for vector surveillance and prevention as

described in the Vector Control Act (410 ILCS 95).

- A.11. The Tick Surveillance Program funds certified local health departments to conduct active environmental tick surveillance in their jurisdiction, submit collected ticks for pathogen testing, and provide public awareness of tickborne disease. The Illinois Department of Public Health may issue grants for vector surveillance and prevention as described in the Vector Control Act (410 ILCS 95).

EXHIBIT B
DELIVERABLES OR MILESTONES

The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this Agreement. The grant application submitted by Grantee related to this Agreement is hereby incorporated and made a part of this Agreement.

B.1. The Grantee shall:

B.1.1. The Grantee shall with respect to the Body Art Inspections Program X applicable ___ not applicable:

i. Act as the agent of the Department for the purpose of making inspections and investigations under the authority of the Tattoo and Body Piercing Establishment Registration Act (410 ILCS 54/1-90), and the Body Art Code (77 Ill. Adm. Code 797), hereinafter referred to as "the Act and the Code."

ii. Provide qualified personnel to perform inspections, investigation, surveillance, enforcement and administrative activities for the performance of this grant agreement. Personnel shall be IDPH trained and equipped to carry out this program.

iii. Notify the Department within thirty days of the date the Grantee becomes aware of any change of address, ownership, out-of-business, or other change of information originally submitted by a body art establishment on its application for a registration certificate or permit.

iv. Inspect in accordance with the Act and the Code all body art establishments as assigned by the Department. The Grantee shall use the most recent inspection report forms specified by the Department. All inspection remarks shall be written in accordance with the Department's specified format. The Grantee shall provide the body art establishments with a copy of the inspection report either at the time of inspection or by email soon after. With the Department's new technology, the grantee shall enter all inspection data into the Department's web-based system either by direct entry from a tablet while conducting the inspection, data entry after inspection completion or by providing the information in a format specified by the Department for data import.

v. Work with the Department to ensure that all body art establishments which are not in compliance with the requirements of the Act and the Code at the time of inspection (including body art establishments without a registration) are brought into compliance. The Grantee shall notify the owner of the body art establishment of violations of the Act and the Code and specify a uniform time for correction via the fully completed inspection report. At or within thirty days of the documented violation, the Grantee shall conduct a reinspection of the body art establishment to ensure that all violations have been corrected. The Grantee shall provide the body art establishment with a copy of the reinspection report at the time of reinspection, or by email soon after. The Grantee shall ensure the Department's central office has a copy of the reinspection report by entering the reinspection data into the Department's web-based system. The grantee shall enter all reinspection data either by direct entry from a tablet while conducting the reinspection, data entry after reinspection completion or providing the information in a format specified by the Department for data import. Such reinspection may be a joint inspection by both agencies at the option of the Department.

vi. Make available to the Department all necessary elements for enforcement which may include, but are not limited to, personnel to serve as witnesses.

vii. Investigate all complaints pertaining to a body art establishment within fourteen (14) days of receipt. All inspection remarks shall be written in accordance with the Department's specified format. The Grantee shall provide the body art establishments with a copy of the

inspection report either at the time of inspection or by email soon after. The Grantee shall ensure the Department's central office has a copy of the inspection by entering the inspection data into the Department's web-based system. The grantee shall enter all inspection data either by direct entry from a tablet while conducting the inspection, data entry after inspection completion or providing the information in a format specified by the Department for data import.

viii. Provide the Department's website www.dph.illinois.gov so as to offer and disseminate educational materials and information to body art establishments and the public in general.

ix. Inform the Department's central office of any individuals who have operated a body art establishment within its jurisdiction without a registration certificate, or without having made application for a registration certificate, in violation of the Act.

x. Cooperate with the Department to ensure that all body art establishments, which are not in compliance with the requirements of the Act and the Code at the time of inspection, are brought into compliance. The Department, by executing this Agreement grants the grantee the authority to refer cases of unregistered body art establishments directly to the State's Attorney in the grantee jurisdiction pursuant to Sections 50 and 85 of the Tattoo and Body Piercing Establishment Registration Act. When the local State's attorney chooses to pursue action against an unregistered business, it is likely they will ask for the following:

1. Description of the violation;
2. Date of the violation;
3. Citation of Act or Rule violated; and
4. List of witnesses to include name, address and phone number.
5. This information and any additional information requested by the local State's Attorney shall be provided by the Grantee.

xi. Identify a person employed by the Grantee to be the representative for the operational aspects of this grant agreement. The Grantee shall annually provide to the Department a list of all personnel who have been trained to conduct inspections and continue to perform such inspections as employees of the Grantee. The Grantee shall ensure that no employee conducts inspections until completion of the basic inspector training provided by the Department.

xii. Until such time that the Department's previously received paperwork has been uploaded into it, maintain records which include, applications to operate a body art establishment as provided by the owner or operator, inspection forms, complaint reports and investigational findings, correspondence, copies of registration certificates and permits issued by the Department, and enforcement records.

xiii. With written consent from the Department, may assume contractual responsibility for geographic areas outside of its jurisdiction if no local health department exists for the jurisdiction or if the local health department for the jurisdiction declines or fails to exercise a formal agreement with the Department within thirty (30) days of notification by the Department of an opportunity to execute such an agreement.

xiv. With written consent from the Department, may subcontract inspection responsibilities to full-time municipal or district health Departments within its geographic jurisdiction. The Grantee shall retain all responsibilities for a current inventory within its geographic jurisdiction; inspections and re-inspections; proper report preparation and distribution; complaint investigation; and enforcement activities; as otherwise described in this grant agreement. All employees of sub-contracted agencies shall be trained by the Department prior to assuming inspection responsibilities.

B.1.2 The Grantee shall with respect to the Groundwater Protection Permit Program ___ applicable

X not applicable.

B.1.3 The Grantee shall with respect to the Local Health Protection Grant Program (LHPG) X applicable ___ not applicable:

i.Ensure the provision of health protection programs including, but not limited to, infectious diseases, food protection, potable water supply, private sewage disposal, and common requirements, within the Grantee's jurisdiction, in accordance with the Local Health Protection Grant Code (77 Ill. Adm. Code 615).

ii.Conduct a comprehensive infectious diseases control program in accordance with 77 Ill. Adm. Code 615.300.

iii.Conduct a comprehensive food protection program in accordance with 77 Ill. Adm. Code 615.310.

iv.Conduct an effective potable water supply program in accordance with 77 Ill. Adm. Code 615.320.

v.Conduct an effective private sewage disposal program in accordance with 77 Ill. Adm. Code 615.330.

vi.Perform all activities for the common requirements in accordance with 77 Ill. Adm. Code 615.340.

vii.Report communicable disease cases to the Department using the Illinois-National Electronic Disease Surveillance System (I-NEDSS) web-based system according to the time frames specified in the Control of Communicable Diseases Code (77 Ill. Adm. Code 690).

viii.Complete the IDPH Immunization Facilitated Discussion Survey (County Immunization Survey Data) by October 31, 2019

ix.Maintain and publish, on its public website, in the Comprehensive Emergency Management Program (CEMP), and in other appropriate locations, 24-hour emergency contact information that the Department, hospitals, or members of the general public can contact to promptly reach a staff person to report a suspected or actual public health incident or event, in accordance with 77 Ill. Adm. Code 615.340 (b). The Grantee shall ensure that its Administrator, its environmental health staff, and its communicable diseases staff maintain their current 24-hour contact information in CEMP and in the Department's State of Illinois Rapid Electronic Notification (SIREN) system.

x.Maintain a current, all hazard emergency response/disaster plan for its jurisdiction, in accordance with 77 Ill. Adm. Code 615.340 (c). "All hazard" includes, but is not limited to, natural, technological, and intentionally caused emergency events, including disease outbreaks, bioterrorism, floods, severe weather, environmental and food protection incidents, and others. The emergency response/disaster plan will provide a framework for response operations of the Grantee and will outline specific actions for local response and recovery activities.

B.1.4 The Grantee shall with respect to the Lead Poisoning and Prevention Response Program ___ applicable X not applicable.

B.1.5 The Grantee shall with respect to the Perinatal Hepatitis B Prevention Program X applicable ___ not applicable:

i.Collaborate with health care providers to ensure a comprehensive approach to identifying pregnant women infected with hepatitis B (HBsAg+) and managing the preventive care of their infants and household contacts.

ii.Assist the Department in identifying and validating the number of hepatitis B surface antigen positive (HBsAg+) pregnant women mothers within the jurisdiction and assessing

their household contacts and newborn infants' susceptibility status.

iii. Utilize the Illinois National Electronic Disease Surveillance System (I-NEDSS) to document surveillance and follow-up initiatives and findings, including telephone correspondence, counseling, field visits and referral(s) provided. Produce reminders of scheduled immunizations, conduct follow-up on infants who have not completed the vaccination series and facilitate post vaccination screening of infants once they have completed the immunization series.

iv. Assure that each HBsAG+ mother within their jurisdiction has the mother's lab results, contacts and infant information documented correctly and completed within the I-NEDSS.

v. Prepare and submit quarterly Perinatal Progress Reports to the Department, summarizing the number of women and infants identified for case management intervention by the outreach and tracking specialist during the quarter. Describe any local initiatives planned or provided to enhance perinatal hepatitis B prevention initiatives. Each report is due to the Department within 15 days of the end of the previous quarter.

vi. Submit quarterly expenditures of designated assessment staff to the Immunization program's grants administrator on the reimbursement certification form.

B.1.6 The Grantee shall with respect to the Pre-Exposure Prophylaxis Program (PrEP) ___ applicable X not applicable.

B.1.7 The Grantee shall with respect to the Safe Drinking Water X applicable ___ not applicable:

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

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

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

iii. Complete and submit to the Department the appropriate data forms in accordance with the program policies for each water system within its jurisdiction to be eligible for compensation.

iv. Conduct a source water assessment for each active non-community public water supply regulated by the local health department within its jurisdiction.

B.1.8 The Grantee shall with respect to the Tanning Facilities Inspection Program X applicable ___ not applicable:

i. Act as the agent of the Department for the purpose of making inspections and investigations under the authority of the Tanning Facility Permit Act (210 ILCS 145/1-83), and the Tanning Facilities Code (77 Ill. Adm. Code 795) hereinafter referred to as "the Act and the Code."

ii. Provide qualified personnel to perform inspections, investigation, surveillance, enforcement and administrative activities for the performance of this grant agreement. Personnel shall be IDPH trained and equipped to carry out this program.

iii. Notify the Department within thirty days of the date the Grantee becomes aware of any change of address, ownership, out-of-business, or other change of information originally submitted by tanning facility on its application for a registration certificate or permit.

iv. Inspect in accordance with the Act and the Code all tanning facilities as assigned by the Department. The Grantee shall use the most recent inspection report forms specified by the Department. All inspection remarks shall be written in accordance with the Department's

specified format. The Grantee shall provide the tanning facilities with a copy of the inspection report either at the time of inspection or by email soon after. With the Department's new technology, the grantee shall enter all inspection data into the Department's web-based system either by direct entry from a tablet while conducting the inspection, data entry after inspection completion or by providing the information in a format specified by the Department for data import.

v. Work with the Department to ensure that all tanning facilities which are not in compliance with the requirements of the Act and the Code at the time of inspection (including tanning facilities operating without a permit) are brought into compliance. The Grantee shall notify the owner of the tanning facility of violations of the Act and the Code and specify a uniform time for correction via the fully completed inspection report. At or within thirty days of the documented violation, the Grantee shall conduct a reinspection of the tanning facility to ensure that all violations have been corrected. The Grantee shall provide the tanning facility with a copy of the reinspection report at the time of reinspection, or by email soon after. The Grantee shall ensure the Department's central office has a copy of the reinspection report by entering the reinspection data into the Department's web-based system. The grantee shall enter all reinspection data either by direct entry from a tablet while conducting the reinspection, data entry after reinspection completion or providing the information in a format specified by the Department for data import. Such reinspections may be a joint inspection by both agencies at the option of the Department.

vi. Make available to the Department all necessary elements for enforcement which may include, but are not limited to, personnel to serve as witnesses.

vii. Investigate all complaints pertaining to a tanning facility within fourteen (14) days of receipt. All inspection remarks shall be written in accordance with the Department's specified format. The Grantee shall provide the tanning facilities with a copy of the inspection report either at the time of inspection or by email soon after. The Grantee shall ensure the Department's central office has a copy of the inspection by entering the inspection data into the Department's web-based system. The grantee shall enter all inspection data either by direct entry from a tablet while conducting the inspection, data entry after inspection completion or providing the information in a format specified by the Department for data import.

viii. Provide the Department's website www.dph.illinois.gov so as to offer and disseminate educational materials and information to body art establishments and the public in general.

ix. Inform the Department's central office of any individuals who have operated a tanning facility within its jurisdiction without a permit, or without having made application for a permit, in violation of the Act.

x. Cooperate with the Department to ensure that all tanning facilities, which are not in compliance with the requirements of the Act and the Code at the time of inspection, are brought into compliance. The Department, by executing this Agreement grants the Grantee the authority to refer cases of unpermitted tanning facilities directly to the State's Attorney in the Grantee's jurisdiction pursuant to Section 40 of the Tanning Facilities Code. When the local State's Attorney chooses to pursue action against an unpermitted business, it is likely they will ask for the following:

1. Description of the violation;
2. Date of the violation;
3. Citation of Act or Rule violated; and
4. List of witnesses to include name, address and phone number.
5. This information and any additional information requested by the local State's Attorney

shall be provided by the Grantee.

xi. Identify a person employed by the Grantee to be the representative for the operational aspects of this grant agreement. The Grantee shall annually provide to the Department a list of all personnel who have been trained to conduct inspections and continue to perform such inspections as employees of the Grantee. The Grantee shall ensure that no employee conducts inspections until completion of the basic inspector training provided by the Department.

xii. Until such time that the Department's previously received paperwork has been uploaded into the Department's web-based system, maintain records which include, applications to operate a tanning facility as provided by the owner or operator, inspection forms, complaint reports and investigational findings, correspondence, copies of registration certificates and permits issued by the Department, and enforcement records.

xiii. With written consent from the Department, may assume contractual responsibility for geographic areas outside of its jurisdiction if no local health department exists for the jurisdiction or if the local health department for the jurisdiction declines or fails to exercise a formal agreement with the Department within thirty (30) days of notification by the Department of an opportunity to execute such an agreement.

xiv. With written consent from the Department, may subcontract inspection responsibilities to full-time municipal or district health Departments within its geographic jurisdiction. The Grantee shall retain all responsibilities for a current inventory within its geographic jurisdiction; inspections and re-inspections; proper report preparation and distribution; complaint investigation; and enforcement activities; as otherwise described in this grant agreement. All employees of sub-contracted agencies shall be trained by the Department prior to assuming inspection responsibilities.

B.1.9 The Grantee shall with respect to the Vector Surveillance and Control Program X applicable ___ not applicable:

i. Purchase or provide written record of possessing mosquito larval control insecticides and application equipment or initiate contracts to conduct West Nile virus (WNV) larvicide application.

ii. Provide resources including, but not limited to larvicide, adulticide and educational materials, to local municipalities who are participating in a combined mosquito borne disease prevention effort.

iii. Collect and ship one to five dead birds to the designated laboratory for WNV testing. The testing period is May 1 to October 15 during the grant term.

iv. Submit a completed West Nile Virus Dead Bird Reporting and Laboratory Submission Form with the dead bird sent to the laboratory and to the IDPH Vector Surveillance and Control Program.

v. Work with local municipal governments to reduce the risk of WNV and other mosquito borne disease cases through the preventive larvicide treatment of catch basins (storm sewers), ditches, old tires and other natural water impoundments that are breeding sites for Culex and Aedes mosquito species.

vi. Investigate reports of mosquito production sites such as abandoned swimming pools and other artificial containers that may harbor Culex and Aedes mosquito vectors of WNV, Zika virus and other mosquito borne human diseases.

vii. Grantees who receive \$15,000.00 or more in Vector Surveillance and Control Grant funding shall conduct mosquito surveillance and collect mosquito samples for WNV testing. The testing period is May 1 to October 15 during the grant term.

viii. In preparation for the upcoming mosquito season, the Grantee shall conduct inspections of all mosquito trap locations by March 31.

ix. Work with local news media and social media platforms to inform the public about personal protection against mosquito bites, WNV, Zika virus, and other mosquito borne diseases.

x. Conduct public information activities, investigations of mosquito nuisance complaints and epidemiological investigations of human cases of West Nile virus, Zika virus and other mosquito borne diseases.

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

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

xiii. Use no more than twenty percent (20%) of the grant funding to conduct surveillance and prevention of non-mosquito vectors of human disease such as ticks, rodents, nuisance birds and other vectors of human diseases. Surveillance and control of non-mosquito vectors of human diseases may include epidemiological investigations, public information work, trainings, and other appropriate disease-prevention activities.

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

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

B.1.10 The Grantee shall with respect to the Tick Surveillance Program X applicable ___ not applicable:

i. Purchase necessary personal protection supplies such as permethrin, white suits, boots, and EPA-registered insect repellent.

ii. Purchase necessary tick collection supplies such as a tick drag, dry ice, 70-95% ethanol (denatured ethanol should be avoided as it contains additives that may inhibit PCR), tweezers, and screw top tubes.

iii. Conduct a minimum of six active tick surveillance events during the period of the grant period. Active tick surveillance should be conducted in both the Spring and Fall of the grant period. An active tick surveillance event is defined as conducting tick dragging, flagging or carbon dioxide trapping. Ticks must be collected in screw top tubes containing 70-95% ethanol.

iv. Obtain proper permissions to tick collection sites.

v. Submit ticks collected through active tick surveillance to the IDPH Vector Surveillance and Control Program, or other designated entity by the Department, for pathogen testing within one week of collection. Ticks must be submitted in 70-95% ethanol with appropriate collection location information included.

- vi. Include a completed copy of the Tick Collection Submission Form for each active tick surveillance event submitted to the IDPH Vector Surveillance and Control Program.
- vii. Follow the Tick Collection and Pathogen Testing Surveillance Guidelines provided by the Department.
- viii. Provide a minimum of four educational awareness events on tick personal protection education and tickborne disease awareness. An educational event can include, but is not limited to, social media posts, local news media, and handouts provided at an event.

- B.2. In connection with the services described in Section B.1 above, the Department will:
- B.2.1. Provide overall oversight for the Program.
 - B.2.2. Provide funding to Grantee in accordance with the policies described in Article IV of **PART ONE**.
 - B.2.3. Monitor the work of grantee organizations to ensure compliance with the terms of the Program and the activities to be performed as described in the grantee organization application and this Agreement.
 - B.2.4. Provide technical assistance and support in implementation of the grant.
 - B.2.5. Provide feedback on reports and work products submitted by Grantee.
 - B.2.6. For the Body Art Inspections Program the Department will additionally:
 - B.2.6.1. Provide training to Grantee and access to Department's web-based system so they may fulfill their obligation to enter inspection information.
 - B.2.6.2. Issue registration certificates to body art establishments.
 - B.2.6.3. Provide Grantee with assistance, consultation and training, including links to applicable laws and rules, copies of policies, inspection forms, and other data forms, etc.
 - B.2.6.4. Provide Reimbursement Certification forms for required quarterly submissions by the Grantee through EGrAMS or by email when requested.
 - B.2.6.5. Process payments quarterly based upon the number of initial/change of ownership and annual/renewal inspections conducted during the previous quarter.
 - B.2.6.6. Provide guidance for referral of unregistered body art establishments to the local State's Attorney in the Grantee's jurisdiction.
 - B.2.6.7. Evaluate the Grantee program as it relates to the Act and the Code, including the conduct of spot checks of body art establishments operating in the geographic or contractual jurisdiction of the Grantee.
 - B.2.6.8. Designate the central office of the Division of Environmental Health, Food, Dairies and Devices Section, as the Department's primary representative for the operational aspects of this grant agreement.
 - B.2.7. For the Local Health Protection Grant (LHPG) the Department will additionally conduct a program review every three years in accordance with 77 Ill. Adm. Code 615.220 and the scheduled developed by the Office of Health Protection.
 - B.2.8. Lead Poisoning Prevention and Response : N/A
 - B.2.9. For the Safe Drinking Water Program the Department will additionally:
 - B.2.9.1. Perform an initial sanitary survey and evaluation of all non-community public water supplies which have not previously been surveyed. The Department shall identify any code violations and inform of such violations. The Department will also complete the inventory and other necessary data forms to begin regulation of the facility. If the Local Health Department desires, it may assume the responsibilities contained in this paragraph, with approval of the Department.
 - B.2.9.2. Inspect and sample non-community public water supplies, which serve swimming

pools, recreational areas, bathing beaches, youth camps, and migrant labor camps licensed by the Department, unless that water supply is to be inspected and sampled by another public health authority pursuant to a specific separate agreement. The Department shall also inspect and sample all non-transient, non-community public water supplies not regulated by the grantee.

B.2.9.3. Perform legal enforcement action. A joint inspection by personnel from both agencies may, at the option of the Department, be made prior to filing of a request for action by the State's Attorney or Attorney General. Prior to requesting a joint inspection for a legal enforcement action, the Local Health Department shall make reasonable effort to obtain voluntary correction of deficiencies and advise the owner of the possible consequences of the Department's legal enforcement action. The filing of a request for action by the State's Attorney will be the Department's responsibility.

B.2.9.4. Develop and maintain data processing systems to store data for all new water wells constructed, all samples analyzed, and all non-community public water supplies. The Department will provide any necessary reports to the Local Health Department upon request, when available.

B.2.9.5. Provide the Local Health Department necessary assistance, consultation, and training, including copies of all laws, rules, policies, informational brochures, data forms, etc.

B.2.9.6. Review the Local Health Department program at least once every (3) years, or as often as necessary, in order to assure substantial compliance with the Local Health Protection Grant Code [77 Ill. Adm. Code 615.220].

B.2.9.7. Compensate the Local Health Department annually for each active transient, non-community public water supply within its jurisdiction that has been surveyed and is on routine sampling. Payments pursuant to this paragraph shall be made in equal quarterly amounts with the first payment due only after the Local Health Department has performed this agreement for 3 complete months. The Compensation rates in this agreement may be renegotiated and increased in subsequent years, (dependent upon the total federal grant received by the Department for the Safe Drinking Water Program, the total number of active non-community public water supplies in the state, etc.) without amending and re-executing this agreement; however, no rate shall be reduced without amending this agreement.

- B.2.10 For the Tanning Facilities Inspections Program the Department will additionally:
- B.2.10.1. Provide training to Grantee and access to Department's web-based system so they may fulfill their obligation to enter the inspection information
 - B.2.10.2. Issue permits to tanning facilities.
 - B.2.10.3. Provide Grantee with assistance, consultation, and training, including links to applicable laws and rules, copies of policies, inspection forms, and other data forms, etc.
 - B.2.10.4. Provide Reimbursement Certification forms for required quarterly submissions by the Grantee through EGrAMS or by email when requested.
 - B.2.10.5. Process payments quarterly based upon the number of initial/change of ownership and annual/renewal inspections conducted during the previous quarter.
 - B.2.10.6. Provide guidance for referral of unpermitted tanning facilities to the local State's Attorney in the Grantee's jurisdiction.
 - B.2.10.7. Evaluate the Grantee program as it relates to the Act and the Code, including the conduct of spot checks of facilities operating in the geographic or contractual jurisdiction of the Grantee.
 - B.2.10.8. Designate the central office of the Division of Environmental Health, Food, Dairies and Devices Section, as the Department's primary representative for the operational aspects of this grant agreement.

- B.2.11 For the Vector Surveillance and Control Program the Department will additionally:
- B.2.11.1.The Department shall make mosquito testing data collected within the Grantee's jurisdiction available to the Grantee.
 - B.2.11.2.Provide positive bird data to Grantee within one business day of receiving results from the designated laboratory.
 - B.2.11.3.Provide a weekly summary of West Nile virus activity throughout the Illinois.

**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: Scott Henkel
Title: Assistant to the Deputy Director
Address: Office of Health Protection, 525
W. Jefferson, 2nd Floor,
Springfield, IL 62761

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

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 quarterly. Performance reports shall include the following information:
- D.2.1. Pursuant to Section 14.3 of **PART ONE**:
A comparison of actual accomplishments to the objectives of the award established for the period;
- D.2.1. Where the accomplishments can be quantified, a computation of the cost;
- D.2.2. Performance trend data and analysis is not required; and
- D.2.3. Reasons why any established goals were not met, and a narrative explanation of why the objectives were not achieved.
- D.2.2. Progress of the program and project as of the close of the period being reported on;
- D.2.3. Description of the use and expenditure of Grant Funds awarded under this Agreement;
- D.2.4. Any other information required by the Grant Instructions.
- D.2.5. For the Body Art Inspections, the Grantee will submit Quarterly Activity Summary Report Forms and Quarterly Reimbursement Certifications Forms through EGrAMS.
- D.2.6. Ground Water Program : N/A
- D.2.7. For the Local Health Protection Grant (LHPG), program statistical information for the Food Protection Program, Potable Water Program, and Private Sewage Disposal Program shall be reported through the Illinois Department of Public Health Survey System, which is an online application on the Department's Web Portal.
- D.2.8. Lead Poisoning Prevention and Response : N/A
- D.2.9. For the Perinatal Hepatitis B Prevention Program, submit quarterly Perinatal Progress Reports through EGrAMS summarizing the number of women and infants identified for case management intervention by the outreach and tracking specialist during the quarter. Describe any local initiatives planned or provided to enhance perinatal hepatitis B prevention initiatives.
- D.2.10 Pre-Exposure Prophylaxis : N/A
- D.2.11 For the Safe Drinking Water Program, the Grantee will submit copies of all completed inspection reports for non-community public water supplies along with Department data forms. Reports shall be forwarded to the Department within 14 days after completion of an inspection.
- D.2.12 For the Tanning Facilities Inspections, the Grantee will submit Quarterly Activity Summary Report Forms and Quarterly Reimbursement Certifications Forms through EGrAMS.
- D.2.13 For the Vector Surveillance and Control Program, data shall be reported through Periodic Progress Reports submitted through EGrAMS and include the following:
1. Documentation of the number of training seminars attended or conducted and the content of the training seminar;
 2. Description of public information activities conducted both for the news media and general public;
 3. Documentation of dead birds collected and submitted to an approved laboratory to be analyzed for WNV;
 4. Number of mosquito pools analyzed for WNV;
 5. Number of catch basins (storm sewers), ditches, old tires, and other natural water impoundments treated for larval mosquitoes;
 6. Number of adulticide applications conducted within the Grantee's jurisdiction;

- 7.Number of investigations conducted for mosquito production sites, such as abandoned swimming pools and other artificial containers that harbor mosquito species;
- 8.Documentation of any used tire clean-up efforts to remove mosquito breeding areas;
- 9.Documentation of human West Nile virus case investigations, if applicable; and
- 10.Documentation of non-mosquito vector control and surveillance activities.

D.2.14 For the Tick Surveillance Program, data shall be reported through Periodic Progress Reports submitted through EGrAMS. Information shall include tick collection sites (including zip code), dates, and methods. A summary of tick-related media activity shall also be included.

- 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.
- D.5.1. For the Body Art Inspections Program, per each quarter perform the following:
- a.Conduct assigned body art establishment inspections and the required follow up work.
 - b.Conduct inspections in the required time frame and submit inspections to IDPH within two weeks of completion.
 - c.Submit reimbursement certification forms at the end of each quarter listing all inspections conducted including the name, the ID #, and the date of the inspection.
 - d.Submit Quarterly Activity Summary Forms describing the totals of all activities conducted during the quarter.
- D.5.2. Ground Water Program : N/A
- D.5.3. For the Local Health Protection Grant (LGHP), all performance standards are contained in the Local Health Protection Grant Code (Code) (77 Ill. Adm. Code 615).
- a.Performance standards for the infectious diseases control program are contained in Section 300 of the Code (77 Ill. Adm. Code 615.300).
 - b.Performance standards for the food protection program are contained in Section 310 of the Code (77 Ill. Adm. Code 615.310).
 - c.Performance standards for the potable water supply program are contained in Section 320 of the Code (77 Ill. Adm. Code 615.320).
 - d.Performance standards for the private sewage disposal program are contained in Section 330 of the Code (77 Ill. Adm. Code 615.320).
 - e.Performance standards for the common requirements are contained in Section 340 of the Code (77 Ill. Adm. Code 615.340).
 - f.The criteria by which the Department will determine whether the Grantee is in substantial compliance with the performance standards are contained in Section 220 of the Code (77 Ill. Adm. Code 615.220).
- D.5.4. Lead Poisoning Prevention and Response : N/A
- D.5.5. For the Perinatal Hepatitis B Prevention Program, perform the following:
- a.Ensure case identification and infants case management services are conducted in accordance with the recommendations of the Advisory Committee on Immunization Practices (ACIP) and as prescribed by the Center for Disease Control and Prevention (CDC).
- D.5.6. Pre-Exposure Prophylaxis : N/A
- D.5.7. For the Safe Drinking Water Program, perform the following:

- a. The minimum standards for substantial compliance are the performance standards for the Potable Water Supply Program contained in Section 615.320 of the Local Health Protection Grant Code [77 Ill. Adm. Code 615.320].
 - b. Perform routine inspections and compile and forward completed inspection forms and required data forms to the Department.
 - c. Follow all program policies established by the Department to ensure safe drinking water is always being provided to the public.
- D.5.8. For the Tanning Facilities Inspection Program, per each quarter perform the following:
- a. Conduct assigned tanning facility inspections and the required follow up work.
 - b. Conduct inspections in the required time frame and submit inspections to IDPH within two weeks of completion.
 - c. Submit reimbursement certification forms at the end of each quarter listing all inspections conducted including the name, the ID #, and the date of the inspection.
 - d. Submit Quarterly Activity Summary Forms describing the totals for all activities conducted during the quarter.
- D.5.9. For the Vector Surveillance and Control Program, perform the following:
- a. The Grantee shall spend at least eighty percent (80%) of the grant funding to support or enhance a mosquito borne disease surveillance and control program and related activities:
 - i. Surveillance and Testing
 - 1. Submit one dead bird to laboratory for WNV testing.
 - 2. Submit 100% of completed West Nile Virus Dead Bird Reporting and Laboratory Submission Forms with dead bird laboratory submissions.
 - 3. Submit 100% of completed West Nile Virus Dead Bird Reporting and Laboratory Submission Forms to the IDPH Vector Control Program.
 - 4. Check 75% of mosquito trap locations by March 31.
 - 5. Treat catch basins (storm sewers), ditches, old tires, and other natural water impoundments for larval mosquitoes in accordance with larvicide label application timelines.
 - 6. Conduct investigations for 75% of reported mosquito production sites such as abandoned swimming pools and other artificial containers that harbor mosquito species.
 - 7. Analyze mosquito pools weekly for WNV presence between May 1 to October 15.
- D.5.10 For the Tick Surveillance and Program, perform the following:
- a. Conduct six active tick surveillance events within the grant period.
 - b. Submit 100% of completed Tick Collection Submission Forms with collected ticks to the IDPH Vector Surveillance and Control Program.
 - c. Provide four educational awareness events on tick personal protection education and tickborne disease awareness.

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 imposed.

E.2. Imposition of Conditions.

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

E.2.1.1. The Grantee shall provide additional information in its financial reports, including a comparison of budgeted expenditures to actual, upon request by the Department, in the format provided by the Department.

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

E.2.1.2. The Grantee shall provide the Department a report on the status of its implementation of corrective actions, if applicable, on a semiannual basis.

E.2.1.2.1. This condition will be removed if Grantee has completed implementation of all corrective actions, if applicable.

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

E.3. Removal of Conditions.

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

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

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

PART TWO – THE GRANTOR-SPECIFIC TERMS

PART TWO – Grantor-Specific Terms

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

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 may utilize subcontractors in the performance of this Agreement. If Grantee is allowed to utilize subcontractors, even if such subcontractors are identified in the grant application, budget, or any other grant documents, they will not be approved until such time as (i) the Grantee submits a Subcontractor and Sub-grantee Authorization Form 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 12/31/2023, 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 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 quarterly. The first of such reports shall cover the first 3 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. 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 laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all rights, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

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 or any 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 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, 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. 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. Competitive Grants. Competitive grants may be awarded to successful applicants for up to 3 years (one-year initial period of performance with the option to renew for up to 2 additional years) if:

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

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

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

29.11.2.2. 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:
- Section 2310-15 of the Civil Administrative Code of Illinois (20 ILCS 2310/2310-15).
- Body Art is authorized by the Tattoo and Body Piercing Establishment Registration Act (410 ILCS 54).
 - Local Health Protection Grant (LHPG) is authorized by 77 Ill. Adm. Code 615.
 - Perinatal Hepatitis B Prevention is authorized to make this grant pursuant to Federal Grant award 1 NH23IP922637-01-00.
 - Safe Drinking Water is authorized by the Groundwater Protection Act (415 ILCS 55/9); and the Drinking Water Systems Code.
 - Tanning Facilities is authorized by the Tanning Facility Permit Act (210 ILCS 145/1).
 - Vector Surveillance and Tick Surveillance is authorized by the Vector Control Law (410 ILCS 95).
- 30.2. The Department is making this grant pursuant to appropriation number(s) :
- 327-48250-1900-0000 for Body Art
- 802-48250-4440-0000 for the Local Health Protection Grant (LHPG)
- 001-48250-4400-0500 for the Local Health Protection Grant (LHPG)
- 063-48250-1900-0000 for Perinatal Hepatitis B Prevention
- 063-48250-1900-0000 for Safe Drinking Water
- 370-48250-1900-0000 for Tanning Facilities
- 240-48250-1900-0000 for Vector Surveillance and Control
- 240-48250-1900-0000 for Tick Surveillance
- 30.3. The Department is making this grant pursuant to federal grant number(s) :
- 1NH23IP922637-01-00 for Perinatal Hepatitis B Prevention
 - 98542814 for Safe Drinking Water

**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 Notice of Funding Opportunity (NOFO) and Merit Based Review (except for CSFA, registration, application, budget, and audit).
- 31.1.2 Exception from Indirect Costs for Local Health Protection Grant (LHPG).

**ARTICLE XXXII
Payment**

- 32.1. Grant Funds shall not exceed \$207,263.50, of which \$10,150.00 are federal funds.
- 32.2. Pursuant to Article IV of PART ONE, the Department will compensate the Grantee on the following basis:

Project Title	Grant Request	Match	Total Project Cost
Body Art	412.50	0.00	412.50
Local Health Protection Grant	175,000.00	0.00	175,000.00
Perinatal Hepatitis B Prevention through Case Management	9,000.00	0.00	9,000.00
Safe Drinking Water	1,150.00	0.00	1,150.00
Tanning	200.00	0.00	200.00
Tick Surveillance	4,125.00	0.00	4,125.00
Vector Surveillance and Control	17,376.00	0.00	17,376.00
Total	207,263.50	0.00	207,263.50

Body Art Program

Reimbursements (Quarterly)

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

1.Reimbursed on a fixed rate basis at a rate of 75% of the application/renewal fee per initial/renewal body art establishment inspection. Application and renewal fees are \$500 dollars for the body art establishment and one work station. A \$50 fee is paid for each additional work station.

2.Reimbursed at the rate of 75% of all fines and penalties assessed, upheld and collected against body art establishments. This reimbursement payment is to be made provided the Grantee has inspected the establishment, issued a fully completed inspection report, re-inspected and provided appropriate documentation as necessary for enforcement activities conducted by the Department (this may include, but is not limited to the Grantee's provision of witnesses, photographs, notes and statements, etc.).

3.Grantee shall submit a Body Art Activity Summary Report Form and the Reimbursement Certification Form quarterly as outlined in Exhibit E.

Groundwater Protection

N/A

Local Health Protection Grant (LHPG)

Reimbursements (Quarterly)

Reimbursement payments to the Grantee are subject to the Grantee's submission and certification of actual and necessary eligible costs in conformity with approved Budget and any documentation as required by the Department. Reimbursement payments shall be

initiated upon the Department's approval of actual and necessary eligible costs and cash amount requested for reimbursement of those costs.

Lead Poisoning and Prevention Response

N/A

Perinatal Hepatitis B Prevention

Reimbursements (Quarterly)

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

Pre-exposure Prophylaxis (PrEP)

N/A

Safe Drinking Water Program

Reimbursements (Quarterly)

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

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

Tanning Facilities Program

Reimbursements (Quarterly)

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

- 1.Initial/change of ownership permits issued within the jurisdiction of the Grantee for which

the Grantee has conducted the required tanning facility inspection(s): reimbursed at \$150.00 for each permit.

2. Annual/renewal permits issued within the jurisdiction of the Grantee for which the Grantee has conducted the required tanning facility inspection(s): reimbursed at \$100.00 for each permit.

3. Reimbursed at the rate of 50% of all fines and penalties assessed, upheld and collected against tanning facilities. This reimbursement payment is to be made provided the Grantee has inspected the tanning facility, issued a fully completed inspection report, re-inspected and provided appropriate documentation as necessary for enforcement activities conducted by the Department (this may include, but is not limited to the Grantee's provision of witnesses, photographs, notes and statements, etc.).

4. Grantee shall submit a Tanning Activity Summary Report Form and the Reimbursement Certification Form quarterly as outlined in Exhibit E.

Vector Surveillance and Control

Reimbursements (Quarterly)

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

Tick Surveillance

Reimbursements (Quarterly)

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



**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

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

Article XIX Promotional Materials; Prior Notification

Article XX Insurance

Article XXI Lawsuits and Indemnification

Article XXII Miscellaneous

Exhibit A Project Description

Exhibit B Deliverables or Milestones

Exhibit C Contact Information

Exhibit D Performance Measures and Standards

Exhibit E Specific Conditions

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: Sameer Vohra

By: Julie A. Pryde
Signature of Authorized Representative

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

By: Cortnie Schierman

Date: 08/28/2023

Signature of Designee

Printed Name: JULIE A. PRYDE

Date: 9/7/23

Printed Name: Cortnie Schierman
Executive Assistant

Printed Title: ADMINISTRATOR

Printed Title: _____

E-mail: JPRYDE@C-UPHD.ORG

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.

"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" means the federal System for Award Management (SAM), the federal repository into which an

entity must provide information required for the conduct of business as a recipient.

"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, 2023 and expires on November 30, 2027 (the Term), unless terminated pursuant to this Agreement.
- 2.2. Amount of Agreement. Grant Funds shall not exceed \$350,000.00, of which \$350,000.00 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**):

100% Lump-Sum Payment

Upon execution of this Agreement, the Department shall authorize a lump-sum payment in the amount of one hundred percent (100%) of the total Award. Payments to the grantee are subject to the Grantee's submission and reconciliation of eligible costs through biannual reports to the Department, as described in EXHIBIT D and PART THREE.
- 2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NE11OE000090, the federal awarding agency is The Centers for Disease Control and Prevention (CDC), and the Federal Award date is 02/01/2023. If applicable, the Assistance Listing Program Title is Collaboration with Academia to Strengthen Public Health Workforce Capacity and Assistance Listing Number is 93.967. The Catalog of State Financial Assistance (CSFA) Number is 482-00-3127 and the CSFA Name is Strengthening Illinois Public Health Administration (SIPA-24). If applicable, the

State Award Identification Number (SAIN) is 48080410L.

**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.

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**.
- 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 a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% 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, 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 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 due 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 \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters 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. 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 \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
- (i) If, during its fiscal year, Grantee expends \$500,000 or more in 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 \$500,000 in State-issued Awards, but expends \$300,000 or more 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 \$750,000 or more 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 \$750,000 in

Federal Awards and state Awards, singularly or in any combination, from all sources, 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 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.
To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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.

**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. This Agreement and Grantee's Obligations and services hereunder must be 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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. U.S. public-health agencies have been fighting on the front line to protect Americans against COVID-19 for almost three years. To respond to the pandemic, public-health departments across the country have had to assume new and expanded responsibilities while continuing to deliver their core responsibilities and services as part of the public-health system. Almost half of all employees in state and local public health agencies left their jobs between 2017 and 2021. If this trend continues, half of the governmental public health workforce will have left their jobs by 2025. Stagnant funding and cumbersome hiring processes have left departments struggling to attract, retain and train the specialized and diverse talent they need to better reach, serve, and reflect their communities.

The state's program of "Strengthening Illinois's Public Health Administration" (SIPA-24) was funded as part of the Component A option of the Centers for Disease Control and Prevention (CDC)'s funding opportunity, Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems.

Funding is being provided to Illinois certified local health departments at an equal funding level for workforce development support grants, resulting in 96 agencies receiving \$350,000 each. Funding is not available for jurisdictions that received direct funding (City of Chicago).

Grant funds must be used for workforce development activities, including hiring, retention, training, and other incentives to support and sustain the public health workforce. There are no restrictions on the types of positions that can be hired for public health capacity building. In addition, funding may be used for part-time, temporary, and contractual positions.

EXHIBIT B
DELIVERABLES OR MILESTONES

The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this Agreement. The grant application submitted by Grantee related to this Agreement is hereby incorporated and made a part of this Agreement.

B.1. The Grantee shall:

B.1.1. Provide workforce development activities, including hiring, retention, training, and other incentives to support and sustain the public health workforce. There are no restrictions on the types of positions that can be hired for public health capacity building. In addition, funding may be used for part-time, temporary, and contractual positions.

B.1.2. Provide hiring, retention, training and other incentives to help build a workforce that addresses local needs and achieves public health goals.

B.1.3. Recruit, attract and hire new staff through enhanced incentives and partnerships.

B.1.4. Retain existing staff through enhanced incentives ex. training activities, enhanced salaries/incentives, and promotional opportunities.

B.1.5. Invest in leadership development and ongoing training opportunities with a focus on both professional skills and public health core competencies.

B.1.6. Support and sustain existing staff through new or expanded well-being programs to address burnout, work-life balance and job satisfaction.

B.1.7. Provide additional, applicable activities for hiring, retention and training efforts.

B.1.8. Maintain current SOPs on file for bonuses and incentive compensation to employees and employee benefits for CDC requirements and auditing purposes per reference to 45 CFR 75.430(f) Incentive Compensation and 45 CFR 75.431 Compensation – Fringe Benefits.

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

B.2.1. Provide overall oversight for the Program.

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

B.2.3. Monitor the work of grantee organizations to ensure compliance with the terms of the Program and the activities to be performed as described in the grantee organization application and this Agreement.

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

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

**EXHIBIT C
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: Kristin Rzeczkowski
Title: Workforce Director
Address: 69 W. Washington St, Suite
3500, Chicago, IL 60602

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: James Reed
Title: Executive 2
Address: 525 West Jefferson Street, 2nd
Floor, Springfield, IL 62761-
2604
Phone: (217)782-4305
TTY #: (800) 547-0466
Fax #:
E-mail Address: james.reed@illinois.gov

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 biannually. Performance reports shall include the following information:
- D.2.1. Pursuant to Section 14.3 of **PART ONE**:
A comparison of actual accomplishments to the objectives of the award established for the period;
- D.2.1.1 Where the accomplishments can be quantified, a computation of the cost;
- D.2.1.2 Performance trend data and analysis is not required; and
- D.2.1.3 Reasons why any established goals were not met, and a narrative explanation of why the objectives were not achieved.
- D.2.2. Progress of the program and project as of the close of the period being reported on;
- D.2.3. Description of the use and expenditure of Grant Funds awarded under this Agreement;
- D.2.4. Any other information required by the Grant Instructions.
- D.2.5. Data shall be reported through EGrAMS.
- 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 six months after the Award begins.
- D.3.2. Close-out Performance Reports. Grantee shall submit a final close-out performance report within sixty (60) calendar days following the end of the period of performance. If this Agreement is terminated early, regardless of the reason, Grantee shall submit a final close-out performance report within sixty (60) calendar days following the effective date of termination.
- D.3.3. Grantee will submit biannual performance reports in EGrAMS. The report will be available to download from EGrAMS under the "Progress Report" line. Grantees fill out the report, save as a PDF document, and upload to EGrAMS to submit it to the Department.
- D.3.4. Grantee will submit biannual expenditure reports in EGrAMS. Grant funds will be paid in a 100% lump-sum payment upon execution. Payments are subject to Grantee's submission and reconciliation of eligible costs through biannual expenditure reports to the Department.
- D.3.5. Grantee will submit biannual performance reports and biannual financial reports in EGrAMS within thirty (30) calendar days following the end of the reporting period.
- 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.
- D.5.1. Report on workforce development activities to hire, retain or train new or existing staff.

- D.5.2. Report on incentives that support and sustain the public health workforce.
- D.5.3. Report on building and addressing local needs and achieving public health goals.
- D.5.4. Report the number of new positions hired that build public health capacity.
- D.5.5. Report the number of part-time, temporary and contractual positions.
- D.5.6. Report on enhanced incentives, partnerships and activities that recruit, attract, retain, and hire new staff.
- D.5.7. Report on incentives (training activities, enhanced salaries/incentives and promotional opportunities) that retain existing staff.
- D.5.8. Report on investments in leadership development and training opportunities with a focus on both professional skills and public health core competencies.
- D.5.9. Report on new or expanded well-being programs that address burnout, work life balance and job satisfaction that support and sustain new and existing staff.
- D.5.10. Report on other activities applicable to hiring, retention and training efforts.
- D.5.11. Maintain current SOPs on file for bonuses and incentive compensation to employees and employee benefits for CDC requirements and auditing purposes per reference to 45 CFR 75.430(f) Incentive Compensation and 45 CFR 75.431 Compensation – Fringe Benefits.

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 imposed.

E.2. Imposition of Conditions.

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

E.2.1.1. The Grantee shall provide additional information in its financial reports, including a comparison of budgeted expenditures to actual, upon request by the Department, in the format provided by the Department.

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

E.2.1.2. The Grantee shall provide the Department a report on the status of its implementation of corrective actions, if applicable, on a semiannual basis.

E.2.1.2.1. This condition will be removed if Grantee has completed implementation of all corrective actions, if applicable.

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

E.3. Removal of Conditions.

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

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

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

PART TWO – THE GRANTOR-SPECIFIC TERMS

PART TWO – Grantor-Specific Terms

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

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 may utilize subcontractors in the performance of this Agreement. If Grantee is allowed to utilize subcontractors, even if such subcontractors are identified in the grant application, budget, or any other grant documents, they will not be approved until such time as (i) the Grantee submits a Subcontractor and Sub-grantee Authorization Form 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 October 31, 2023, 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 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 biannually. The first of such reports shall cover the first 6 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. 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 laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all rights, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

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 or any 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 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, 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. 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 not 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. Competitive Grants. Competitive grants may be awarded to successful applicants for up to 3 years (one-year initial period of performance with the option to renew for up to 2 additional years) if:

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

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

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

29.11.2.2. 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 : Section 317(K)(2) of the Public Health Service Act (PHSA) 42 U.S.C. Section 247B(K)(2) and Illinois Statute Authorization 20 ILCS 2310/2310-25.
- 30.2. The Department is making this grant pursuant to appropriation number(s) : 063-48250-1900-0100
- 30.3. The Department is making this grant pursuant to federal grant number(s) : 6 NE11OE000009-01-01

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 Notice of Funding Opportunity (NOFO) and Merit Based Review (except for CSFA, registration, application, budget, and audit).
 - 31.1.2 Grant terms (length of grant).

ARTICLE XXXII

Payment

- 32.1. Grant Funds shall not exceed \$350,000.00, of which \$350,000.00 are federal funds
- 32.2. Pursuant to Article IV of **PART ONE**, the Department will compensate the Grantee on the following basis.

100% Lump-Sum Payment

Upon execution of this Agreement, the Department shall authorize a lump-sum payment in the amount of one hundred percent (100%) of the total Award. Payments to the grantee are subject to the Grantee's submission and reconciliation of eligible costs through biannual reports to the Department, as described in EXHIBIT D and PART THREE.



Public Health
Prevent. Promote. Protect.

Champaign-Urbana Public Health District

**Champaign County Public Health Department Board of Health
201 W. Kenyon Road
Champaign, IL 61820**

2024 MEETING SCHEDULE

Monthly Meetings

March 19, 2024

June 18, 2024

August 20, 2024

November 19, 2024

All Monthly Meetings to be held at 5:00 PM in the large conference room unless notified.