



March 1<sup>st</sup>, 2017

The Village of Oak Park  
Mike Charley, Health Director  
123 Madison St  
Oak Park, IL 60302

Dear Mr. Charley,

This letter is to confirm that the Public Health Institute of Metropolitan Chicago (PHIMC) has awarded The Village of Oak Park funding for the Illinois Department of Public Health's Regional Implementation Group HIV Prevention grant in Region 8, in the amount of \$29,470.00 for the period of January 1, 2017-December 31, 2017.

Please review the summary of programmatic scopes assigned outlined in Exhibit A below and confirm the scopes of services. Detailed information about the administrative and programmatic scopes and a comprehensive payment process will be outlined in the forthcoming contract.

We look forward to working with you on this exciting project. If you have any questions, please do not hesitate to contact Silas Hyzer by email at [silas.hyzer@phimc.org](mailto:silas.hyzer@phimc.org) or phone at 312-629-2988 x117.

Thank you.

A handwritten signature in black ink, appearing to read "Karen A. Reitan". The signature is fluid and cursive.

Karen A. Reitan  
Executive Director  
Public Health Institute of Metropolitan Chicago

**AGREEMENT BETWEEN THE PUBLIC HEALTH INSTITUTE  
OF METROPOLITAN CHICAGO AND THE VILLAGE OF OAK PARK**

This Agreement is by and between the Public Health Institute of Metropolitan Chicago hereinafter referred to as "The Institute" and The Village of Oak Park an Illinois not-for-profit corporation, hereinafter referred to as the "Provider."

Program name: **Region 8 HIV Prevention Services**

WHEREAS, The Institute is a non-profit organization that administers, monitors and audits grant programs that relate to public health initiatives in the Chicago Metropolitan Area; and

WHEREAS, the Illinois Department of Public Health (IDPH) has received funding for a grant primarily designed to provide HIV prevention services for suburban Cook County; and

WHEREAS, IDPH has contracted with The Institute to implement this program; and

WHEREAS, The Institute has the experience, resources and contacts necessary to implement the grant program as a contractor on behalf of IDPH within the stated time frame; and

WHEREAS, The Institute and the Provider have detailed the Scope of Services and the payment provisions for those Services in Exhibit A, attached hereto and incorporated by reference.

WHEREAS, it is the intent of the parties herein to implement their respective obligations consistent with all attachments hereto and pursuant to the duties and responsibilities imposed upon them under both Federal and State law, as well as pursuant to the laws of the Municipality of Chicago, and in accordance with the terms, conditions and provisions thereof, it is NOW THEREFORE agreed as follows:

**1. TAXPAYER CERTIFICATION and provider identification**

Under penalties of perjury, the Provider certifies that 36-6006027 is the Provider's correct Federal Taxpayer Identification Number.

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, the Chicago Municipal Code and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

**2. TERM**

This agreement shall be effective January 1<sup>st</sup>, 2017 and shall expire on December 31<sup>st</sup>, 2017 unless it is either extended by written agreement of the parties or terminated earlier pursuant to paragraph 3 hereof.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

IDPH Region 8 Regional Implementation Group

### 3. TERMINATION

This Agreement may be terminated prior to the expiration of the natural term hereof in accord with one of the following provisions:

- A. If either party commits a material breach of any of the terms contained herein, the non-breaching party shall give the breaching party written notice of the breach and thirty (30) days to cure same. If the breaching party has not cured the breach to the reasonable satisfaction of the non-breaching party, this Agreement will terminate upon expiration of the thirty (30) day period. Notwithstanding the foregoing, if the breach relates to a violation of Federal, State or Municipal law, the Agreement may be terminated effective immediately upon written notice.
- B. This Agreement may be terminated at any time without cause by either party with thirty (30) days written notice.
- C. If the Illinois Department of Public Health terminates its contract with The Institute regarding the grant at issue, or if funding of the grant is terminated or rescinded, The Institute will notify the Provider immediately and this Agreement will terminate effective immediately upon such notice.

Should this Agreement terminate early, the Provider shall be paid for services rendered or expenses incurred only up to the termination date and only in accordance with Exhibit A. The provisions/obligations of the Parties hereto pursuant to Paragraphs 10, 12, 13, 14, 15, 20, and 27 hereof shall survive the termination of this Agreement.

### 4. PAYMENT

- A. The estimated amount payable by The Institute to the Provider under this Agreement will be \$29,470.00 subject to limitation by the terms and provisions contained herein, and in Exhibit A. Provider agrees to accept this amount as payment for services rendered as specified in Exhibit A.
- B. The Provider shall be compensated in the manner described in Exhibit A. Any funds advanced to the Provider, which are not expended or legally obligated by the end of the Agreement period, shall be returned to The Institute within 45 days after the expiration of this Agreement.
- C. Funds awarded to the Provider under this Agreement may be subject to the provisions of the Grant Funds Recovery Act (30 ILCS 705). If the funds awarded are subject to the provisions of the Grant Funds Recovery Act, any funds remaining at the end of the Agreement period, which are not expended or legally obligated by the Provider, shall be returned to The Institute within 45 days after the expiration of this Agreement.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

- D. All funds received by The Institute under this Agreement shall be managed in accordance with all applicable Federal, State laws and the Chicago Municipal Codes, and any rules and regulations promulgated thereunder.
- E. The Provider agrees to hold harmless The Institute when The Institute acts in good faith to redirect all or portion of any Provider payment to a third party. The Institute will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized The Institute to intercept or redirect payments to a third party.

## **5. USE OF FUNDS**

- A. This award agreement is for the program and purposes set forth in the Provider scope of services and approved budget (see attachments, Exhibit A and Exhibit B, respectively). The funds may be spent only in accordance with the described scope of services and submitted budget detailed in the respective Exhibits.
- B. Funds provided under this Agreement by The Institute must be used only for the program funded and in compliance with the agency's status as a 501 (c) (3) organization.
- C. The funds cannot be used to offset expenses incurred prior to the effective date of the contract or subsequent to the termination date.
- D. Any funds not expended or committed for the purposes of this specific program, or within the period stated above, will be returned to The Institute.
- E. Unless otherwise provided in the terms of the contract, no funds provided by The Institute may be used for any political campaign or to support attempts to influence legislation of any governmental body.

## **6. SCOPE OF SERVICES**

- A. The Provider shall perform services ("Services") as set forth in this Agreement and the Scope of Services described in Exhibit A. The Scope of Services is intended to be general in nature and is neither a complete description of the Provider's Services nor a limitation on the Services that the Provider is to perform under this Agreement.
- B. The Provider shall perform or cause to be performed all Services under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services hereunder. The Provider shall at all times use its best efforts to assure timely and satisfactory rendering and completion of the Services.

January 1, 2017- December 31, 2017

Federal Grant # 93,940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

- C. The Provider shall utilize personnel who are licensed and certified, if required under any applicable law. The Provider, if exempt from licensure under any applicable statute, shall utilize personnel who are otherwise competent and qualified to perform the Services required. The Provider shall retain and make available to The Institute proof of certification or expertise including, but not limited to, resumes and job descriptions.

## 7. MINIMUM FEDERAL/STATE/MUNICIPAL REQUIREMENTS

### A. FEDERAL REQUIREMENTS

It shall be an unlawful employment practice for the Provider (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Provider shall comply with the Civil Rights Act of 1964, 42 U.S.C. 2000 et seq., (1988) as amended. Attention is called to: Exec. Order No. 11246, 30 Fed.Reg. 12319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14303 (1967) and by Exec. Orders Nos. 11478, 12086, and 12107, 43 Fed. Reg. 46501 (1978), and as supplemented by 41 C.F.R. Chapter 60; Age Discrimination Act, 42 U.S.C. 6101-07 (1988); Rehabilitation Act of 1973, 29 U.S.C. 793-94 (1988); the Fair Housing Amendments Act, 42 U.S.C. 3601 et seq (1988); Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

### B. STATE REQUIREMENTS

The Provider shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq, as amended, and any rules and regulations promulgated in accordance therewith including but not limited to the Equal Employment Opportunity Clause, Ill. Admin. Code tit.5, 750 Appendix A. Furthermore, the Provider shall comply with Public Works Employment Discrimination Act, 775 ILLS 10/0.01 et seq, as amended.

### C. SUBCONTRACTORS

The Provider agrees that all of the above provisions (A), (B), and (C), will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

such materials, labor or services in connection with this Agreement (“Subcontractors”).

## 8. REQUIRED CERTIFICATIONS

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Institute recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients.

- A. Bribery — The Provider certifies that the Provider has not been convicted of bribery of attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct, which is a matter of record (30 ILCS 500/50-5).
- B. Bid Rigging – The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33-4, respectively).
- C. Educational Loan – The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan, (5 ILCS 385).
- D. International Boycott – The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx 2401 et Seq.), or the regulations of the U.S. Department of Commerce promulgated under that Act, (15 CFR Parts 730 through 774).
- E. Dues and Fees – The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates, (775 ILCS 25/1, 25/2).
- F. Drug Free Work Place – The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act, (30 ILCS 580/3 or 580/4).

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

- G. Clean Air Act and Clean Water Act – The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C.7401 et seq) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq).
- H. Debarment – The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal-department or agency, (45 CFR Part 76).
- I. Pro-Children Act – The Provider certifies that it is in compliance with the Pro-Children Act of 1994 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 18 which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment), (20 U.S.C. section 6081 et seq).
- J. Felony Conviction — If applicable, the Provider certifies that it has been more than five (5) years after completion of a sentence served for a felony, (30 ILCS 500/50-10).
- K. Non-Discrimination--Federal Requirements. Provider agrees to comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) and rules (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the Hospital certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

(775 ILCS 5/2-105) Equal Employment Opportunities — Affirmative Action/Sexual Harassment. Every party to a public contract and every eligible bidder shall:

- (a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) Comply with the procedures and requirements of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action; the equal employment opportunity clause of Department of Human Rights' rules is specifically incorporated herein.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

- (c) Provide such information, with respect to its employees and applicants for employment, and
- (d) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Provider's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through The Institute and the [Illinois Human Rights] Commission; (vi) directions on how to contact the Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to The Institute upon request.

2-92-450 / Municipal Code of Chicago Provider is encouraged to provide Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") an opportunity to participate fully in the performance of all construction subcontracts as applicable entered into by Provider with regard to Provider's provision of services hereunder.

775 ILCS 10/0.01 et seq. Provider will comply with the Public Works Employment Discrimination Act at all times during the provision of services hereunder.

2-160-010 / Chicago Municipal Code. Provider will comply with the Chicago Human Rights Ordinance and all other applicable City ordinances and rules at all times when providing services hereunder.

2-92-580 / Chicago Municipal Code. Provider certifies that it does not conduct any business operations in Northern Ireland.

2-92-610 / Chicago Municipal Code. If Provider employs more than twenty-five security guards and/or in any number, parking attendants, day laborers, home and healthcare workers, cashiers, elevator operators, custodial workers and clerical workers, it shall pay such workers a minimum living wage of \$7.60 per hour, or whatever the prevailing living minimum wage is per the Municipal Code of Chicago.

No Default. Provider is not in default at the time this Agreement is signed and has not been considered by the Chief Procurement Officer of the City of Chicago to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago to Provider.

No Violation. Provider represents that it is not in violation of the Illinois Criminal Code or the Municipal Code of Chicago, to the best of its knowledge.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

No Payment/Gratuity. Provider has not offered any payment or gratuity, or offer of employment, in connection with the agreement between it and The Institute, or anyone associated with them, as an inducement for the award of a subcontract to Provider.

## 9. LOBBYING

The Provider certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.

If any funds, other than Federal appropriated funds, have been 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 Form to Report Lobbying", in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total-lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any subawards. All subrecipients are also subject to certification and disclosure.

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 U.S.C. 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 10. CONFIDENTIALITY

Records and other information obtained by the Provider concerning persons served under this Agreement are confidential pursuant to both State and Federal statutes, Federal and State regulations and administrative rules, and shall be protected by the Provider from unauthorized disclosure. The Provider is responsible for maintaining documentation for the release of information in accordance with said State and Federal laws.

## 11. LIABILITY

The Institute assumes no liability for actions of the Provider under this Agreement. The Provider agrees to hold harmless The Institute against any and all liability, loss, damage,

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of The Institute.

## **12. MAINTENANCE AND ACCESSIBILITY OF RECORDS**

- A. The Provider shall maintain, for a minimum of three (3) years from the later of the date of final payment under this Agreement or the expiration of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds paid by The Institute under this Agreement. The Provider shall provide full access to the Agreement, books, records, and supporting documents related to the Agreement upon request for review and audit by the Auditor General, and the Provider will cooperate fully in any such audit.
- B. The Provider acknowledges that failure to maintain books, records and supporting documentation shall establish a presumption in favor of The Institute for the recovery of any funds paid by The Institute under the Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- C. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Institute representatives, auditors, State, and Federal authorities, and any other person as may be authorized by The Institute or by State of Illinois, City of Chicago or Federal statute.

## **13. REPORTING REQUIREMENTS**

The Provider agrees to submit upon completion a report of the activities carried on under the contract and evaluation thereof, and a summary of results obtained. In addition to a fair and complete financial statement, a narrative that describes the program progress (strengths, weaknesses, and obstacles) including outcomes and evaluation, upon the completion of the contract period will be required.

The Provider agrees to submit monthly expenditure reports, quarterly financial status reports and quarterly program progress reports. Such reports shall supply sufficient information as necessary for The Institute to determine that the grant is being used for the purpose intended and for The Institute to fulfill its own reporting responsibilities.

The Provider agrees to submit ongoing data entry reporting into the PROVIDE Enterprise system, as well as quarterly narrative reports. Additionally, Provider agrees to submit required reporting documentation for HIV Counseling / Testing activities if applicable and as allowed by law.

## **14. RIGHT OF AUDIT AND MONITORING**

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

The Institute shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records or program performance in accordance with administrative rules, grant performance review, fiscal and audit review either by The Institute or its appointed representative, agreement compliance and compliance with affirmative action requirements of this Agreement.

This does not give The Institute the right to review records or information that are or is not directly related to the program being audited.

## **15. AUDIT REQUIREMENTS**

If the Provider is expending federal funds under this or other agreements totaling \$300,000 or more during its fiscal year, it must submit an audit conducted in accordance with OMB Circular A-133 (revised) or A-128, as applicable, the compliance requirements set forth in OMB Compliance Supplement, and any additional testing and reporting required. If the provider is not required to submit an audit conducted in accordance with OMB Circular A-133 or A-128, it must submit a copy of its organization-wide audited financial statements, conducted in accordance with Government Auditing Standards.

If an A-133 or an A-128 audit is required, such audit must cover the time period specified by OMB Circular A-133 (revised) or A-128, as applicable, and its implementing regulations. Organization-wide audited financial statements must, at a minimum, cover the term of this Agreement.

Audit reports shall be completed within six (6) months after the end of the Provider's fiscal year. The Provider shall submit the audit to The Institute within thirty (30) days after its receipt by the Provider.

Further, the Provider shall submit, with the audit, a report that comments on the findings and recommendations in the audit, including corrective action planned or taken. If no action is planned or taken, an explanation must be included. Copies of written communications on non-material compliance findings shall be submitted to the aforementioned parties.

The Institute retains its right to independently audit the Provider. If the Provider is found in non-compliance with these audit requirements by The Institute, the Provider may be required to refund financial assistance received from The Institute.

## **16. INDEPENDENT CONTRACTOR**

The Provider is an Independent Contractor and its employees do not acquire any employment rights with The Institute by virtue of this Agreement.

## **17. ASSIGNMENT**

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

Both Parties understand and agree that this Agreement may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the other party shall render this Agreement null, void, and of no further effect.

**18. CONFLICT OF INTEREST**

Provider covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to The Institute, financial or other interests that may be a potential conflict of interest under the City of Chicago Municipal Code, or which may conflict in any manner with the Provider's obligations under this Agreement.

**19. TRANSFER OF EQUIPMENT**

The Institute shall have the right to require transfer (including title) to The Institute of any equipment purchased in whole with Institute funds to adhere to the requirements under this Agreement. Equipment means any product (tangible and non-tangible) used in the administration and/or operation of the program having a useful life of two (2) years or more and an acquisition cost of at least \$500. The Department will notify the Provider in writing upon termination of this Agreement or any subsequent Agreement for these services, if it will require the transfer of such equipment.

**20. WORK PRODUCT**

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of The Institute. There shall be no dissemination or publication of any such work product without the prior written consent of The Institute. The Provider acknowledges that The Institute is under no obligation to give such consent and that The Institute may, if consent is given, give consent subject to such additional terms and conditions as The Institute may require.

Upon written consent of The Institute, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

Provider may not copyright the material without the prior written consent of The Institute. The Provider acknowledges that The Institute is under no obligation to give such consent and that The Institute may, if consent is given, give consent subject to such additional terms and conditions as The Institute may require.

It is agreed and understood by the Parties hereto that any such work product or intellectual property rights shall be licensed or transferred for use to the IDPH for furthering the public health interests of residents of the Chicago Metropolitan area.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

**21. INSURANCE**

The Provider shall purchase and maintain in full force and effect during the term of this Agreement, insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement. If the Provider's cost of property and casualty insurance increases by 25% or more, or if new state regulations impose additional costs to the Provider during the term of this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any agreement reached, all of which shall be subject to the limitations of The Institute appropriated funds. The Provider shall maintain general and professional liability insurance with limits of no less than \$1 million per occurrence and \$3 million aggregate, and worker's compensation insurance at all times during the term hereof. Provider shall notify The Institute of any changes to said insurance and shall provide evidence of such insurance upon request.

**22. GIFTS AND INCENTIVES PROVISION**

The Provider is prohibited from giving gifts to The Institute employees. The Provider will provide The Institute with advance notice of the Provider providing gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

**23. 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.

**24. SEVERABILITY**

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

**25. LAWS OF ILLINOIS**

This Agreement shall be governed and constructed in accordance with the laws of the State of Illinois. All disputes hereunder shall be adjudicated in the State or Federal courts located in Cook County, as applicable.

**26. ENTIRE AGREEMENT**

The Provider and The Institute understand and agree that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein or referenced herein, including prior agreements or oral discussions, shall be binding upon neither the Provider or The Institute.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

**27. PERFORMANCE REVIEWS**

The Institute may conduct a post performance review of the Provider’s performance under the Agreement. The Provider shall cooperate with The Institute in this review. This post performance review may be used by The Institute or the Illinois Department of Public Health, in determining whether to enter into other contractual relationships with the Provider.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE PUBLIC HEALTH INSTITUTE  
OF METROPOLITAN CHICAGO

THE VILLAGE OF OAK PARK

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

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

Karen Reitan

Name Cara Pavlicek

Title: Executive Director

Title: Village Manager

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

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

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

**REGION 8 HIV PREVENTION SERVICES  
PUBLIC HEALTH INSTITUTE OF METROPOLITAN CHICAGO**

**EXHIBIT A - SCOPE OF SERVICES**

**I. SCOPE OF SERVICES: ADMINISTRATIVE REQUIREMENTS**

1. Provider will provide specific HIV prevention services to targeted populations of individuals living with or at high risk for HIV as specified in the section two of the Scopes of Services: Deliverables.
2. Provider is allowed three budget revisions for administrative costs; a final budget and completion of project relinquishment form of funds are due November 30<sup>th</sup>, 2017.
3. In keeping with IDPH standards, Provider must document all necessary service activities in the Provide Enterprise © (“Provide”) data system and produce additional data requested by IDPH or the Institute.
4. Provider shall input monthly fee-for-service data into the Illinois Department of Public Health’s Provide Enterprise data system for reimbursement by the 15<sup>th</sup> of the following month. \$19,500.00 may be reimbursed to agency on a Fee-for-Service\_ basis. Fee-for-Service scopes will be automatically billed to the Institute via Provide.
5. Provider shall be reimbursed for program funds, including capacity building and structural rebuilding costs up to \$9,970.00 of the grant funds. The Grantee may request this portion of the Grant Funds payable once each month from January 1, 2017 to December 31, 2017 for costs in accord with the current approved budget on file with the Institute. The Provider shall submit program costs reimbursements on the PHIMC reimbursement form by the 10<sup>th</sup> of the following month. The final voucher is due January 15, 2018, unless otherwise requested by the Institute. All vouchers must be submitted on the PHIMC reimbursement form.
6. Provider shall be reimbursed for supplemental scopes consisting of exceeded prioritized interventions and/or unprioritized interventions costs up to \$0.00. This funding may be used for reimbursement of interventions delivered within the assigned intervention categories to high risk populations that are not included in the assigned scopes and/or to unprioritized populations. Supplemental exceeded scopes delivered to prioritized populations are reimbursable at \$150 or \$100 per intervention. Supplemental unprioritized scopes delivered to unprioritized populations are reimbursable at \$50 per intervention. Reimbursement of all supplemental scopes will occur on a fee for service basis through the same payment process outlined in Exhibit

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

A, Section III of this contract. Fee-for-Service scopes will be automatically billed to the Institute via Provide.

7. Provider must participate in quarterly and/or as called "RIG" meetings.
8. Provider must attend all other meetings and trainings convened by The Institute. Trainings may include those required by Illinois Department of Public Health and/or those trainings required in order to implement a specific intervention.
9. Provider shall complete and submit quarterly reports on the report template provided by the Institute on the following dates: April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>, 2017 and January 15<sup>th</sup>, 2018. Agency reimbursement is contingent upon receiving quarterly reports by close of business on the designated quarterly deadlines.
10. Provider must participate in bi-annual program and administrative site visits conducted by The Institute. Components of site visits may include: service observation, service documentation, fiscal review, administrative / policy review, facility tour, and consumer interviews.
11. Provider must participate in all management review, quality assurance, and evaluation activities as required by The Institute.
12. All interventions must be delivered according to standards established by the Centers for Disease Control and Prevention, IDPH, and/or other overseeing bodies; all interactions with consumers and the public must be delivered in keeping with established HIPAA guidance and Federal / State / other HIV Confidentiality standards.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

## II. SCOPE OF SERVICES: DELIVERABLES- THE VILLAGE OF OAK PARK

Provider will deliver the following services to targeted populations listed below. All service interventions must be delivered in accordance with program descriptions and requirements.

| POPULATION         | Total # of Service Units | Surveillance Based Services |
|--------------------|--------------------------|-----------------------------|
| Any Race, Any Risk | 130                      | 130                         |
| <b>TOTAL</b>       | <b>130</b>               | <b>130</b>                  |

**Race Categories:** B- Black, W- White, H- Hispanic, O-Other,

**Risk Categories:** MSM- Men who have sex with Men, HRH- High Risk Heterosexual, IDU- Injecting Drug User, MSM/IDU- Men who have sex with Men/Injecting Drug User

**Total Fee-For Service:** \$19,500.00 or 130 scopes

**Program Funds:** \$9,970.00

- Capacity Building: \$ 6,500.00
- Structural Rebuilding Award: \$3,470.00

**Total Award: \$29,470.00**

**The Institute:** \_\_\_\_\_

**The Village of Oak Park:** \_\_\_\_\_

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant

### III. PAYMENT FOR SERVICES

Payment for all services is contingent on PHIMC receiving payment from IDPH.

Of the amount to be paid pursuant to Section 4A of the Agreement, program funds shall be paid pursuant to a budget developed by Provider, and approved by the Institute. The Provider shall submit a voucher detailing the budgeted items from the program funds portion of the budget that they are requesting payment for on a monthly basis. The voucher shall provide, in sufficient detail, the budgeted item, or portion of budgeted item, for which payment is requested. No more than the total program funds amount specified in Exhibit A, section II shall be paid for budget items.

The balance of the amount to be paid on an annual basis will be paid on a fee for service basis at the rate of Fifty Dollars (\$50), One Hundred Dollars (\$100), or One Hundred and Fifty Dollars (\$150) per service rendered, dependent on the specific service provided. Any and all services shall be described in the "Scope of Services" Section of this Exhibit. The Institute's obligation to provide payment for these services shall be contingent on the Provider inputting, on a timely basis, the assigned interventions into the Provide Enterprise system. In the event that the Institute does not validate the hours worked and services provided, the Institute may withhold all, or that portion of the compensation relating to the non-validated hours and services. Provider understands and agrees that any amounts that have not been paid out for contracted services at the end of the contract term shall remain the property of the Institute. Provider understands and agrees that it shall not receive in the contract term more than the total amount specified in Section 4A of this Agreement.

January 1, 2017- December 31, 2017

Federal Grant # 93.940

Region 8 HIV Prevention Services: IDPH Regional Implementation Group Grant