

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF PUBLIC HEALTH
AND
Village of Oak Park

The Illinois Department of Public Health (Grantor), with its principal office at 422 S. Fifth Street, 4th Floor, Springfield, IL 62701, and Village of Oak Park (Grantee), with its principal office at 123 Madison Street, Oak Park, IL 60302 and payment address (if different than principal office) at 123 Madison Street, Oak Park, IL 60302, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS **RECITALS**

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

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

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

- 1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 020947966 is Grantee's correct DUNS number, that 36-6006027 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a Governmental.
- 1.2. Amount of Agreement. Grant Funds in amount not to exceed a maximum amount of \$50,219.00, of which \$50,219.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.
- 1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NU90TP000520, the Federal awarding agency is Department of Health and Human Services, Department of Health and Human Services, and the Federal Award date is 06/23/2016. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness and Number is 93.074. The Catalog of State Financial Assistance (CSFA) Number is 482-00-0263.
- 1.4. Term. This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2017, unless terminated pursuant to this Agreement.
- 1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true

and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Public Health

Village of Oak Park

By : _____

By : _____

Signature of Director: Nirav D. Shah, M.D., J.D.

Signature of Authorized Representative

By : _____

Date : _____

Signature of Designee

Printed Name : Cara Pavlicek

Date : _____

Printed Name : _____

Printed Title : Village Manager

Printed Title : _____

E-mail : cpavlicek@oak-park.us

Designee

By : _____

Signature of First Other Approver, if Applicable

Date : _____

Printed Name : _____

Printed Title : _____

Other Approver

By : _____

Signature of Second Other Approver, if Applicable

Date : _____

Printed Name : _____

Printed Title : _____

Second Other Approver

ARTICLE II
REQUIRED REPRESENTATIONS

- 2.1. Standing and Authority. Grantee warrants that:
- (a) Grantee is duly validly existing and in good standing, if applicable under the laws of the State in which it was incorporated, or organized or created.
 - (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
 - (c) If Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.
 - (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
 - (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.
- 2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.
- 2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.
- 2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).
- 2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

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

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

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“FAIN” means the Federal Award Identification Number.

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

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Program” means the services to be provided pursuant to this Agreement.

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

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

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

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV PAYMENT

- 4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of

the written notice unless otherwise indicated.

- 4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.
- 4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.
- 4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- 4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.
- 4.6. Interest.
 - (a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.
 - (b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.
 - (c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See also 30 ILCS 705/10.
- 4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its

payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

ARTICLE V

SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

ARTICLE VI

BUDGET

- 6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.
- 6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.
- 6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers

between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

- 6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.
- 6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

- 7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.
- 7.2. Indirect Cost Rate Submission.
- (a) This Paragraph 7.2 applies only to:
 - (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
 - (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.
 - (b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.
 - (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.
 - (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.
 - (c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.
- 7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.
- 7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.
- 7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.
- 7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:
- (a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State-

and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part

200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

- 7.8. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).
- 7.9. Management of Program Income. Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

- 8.1. Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.
- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
 - (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
 - (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
 - (d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 et seq.).
 - (e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 et seq. or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
 - (f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).
 - (g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
 - (h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a

controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

- (i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).
- (j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC §1251 et seq.).
- (k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- (l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- (n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- (o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- (p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- (q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

- (r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- (s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- (t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

**ARTICLE IX
CRIMINAL DISCLOSURE**

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

**ARTICLE X
UNLAWFUL DISCRIMINATION**

- 10.1 Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
 - (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - (e) The Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); and
 - (f) The Age Discrimination Act (42 USC 6101 et seq.).

**ARTICLE XI
LOBBYING**

- 11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352.

Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

ARTICLE XII

MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

- 12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.
- 12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

- 12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

- 13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.
- 13.2. Close-out Reports.
- (a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.
 - (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.
- 13.3. Annual Financial Reports.
- (a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.
 - (b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.
 - (c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.
 - (d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.
 - (e) Annual Financial Reports shall follow a format prescribed by Grantor.
 - (f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.
- 13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to

comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

- 14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.
- 14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.
- 14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.
- 14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

- 15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
- 15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

- 15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
- 15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI TERMINATION; SUSPENSION

- 16.1. Termination.
- (a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).
- (b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:
- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.
- 16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit

Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

- 16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.
- 16.4. Effects of Suspension and Termination.
- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
 - (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
 - (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
 - i. Grantor expressly authorizes them in the notice of suspension or termination; and
 - ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.
- 16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

- 17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.
- 17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

- 18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).
- 18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.
- 18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material

impact on Grantee's ability to perform this Agreement.

- 18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.
- 18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION

- 19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

- 20.1. Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality 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, municipalities and units of local government and related entities. 2 CFR 200.64.
- 20.2. Agreement Disclosure. Grantee shall fully disclose, in Exhibit G, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:
- (a) The name of the State agency;
 - (b) The number of the contract(s) or other agreement(s);
 - (c) The estimated amount of the contract(s) or other agreement(s);
 - (d) The term of the contract(s) or other agreement(s); and
 - (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

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

ARTICLE XXI CONFLICT OF INTEREST

- 21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).
- 21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).
- 21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

- 22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.
- 22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.
- 22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be

considered authorized only upon written notice thereof to Grantee.

- 23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

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

ARTICLE XXV LAWSUITS

- 25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.
- 25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

- 26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.
- 26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the

change.

- 26.3. Exhibits and Attachments. **Exhibits A**, through **H**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.
- 26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.
- 26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.
- 26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.
- 26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.
- 26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- 26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 26.14 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.
- 26.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be

considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

- 26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A
PROJECT DESCRIPTION

- A.1. The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the term of this grant. The purpose of this grant is to fund certain eligible Illinois certified local health departments to assess, prioritize, build, and exercise the necessary resource elements, tasks, and functions of the Centers for Disease Control and Prevention's (CDC) 15 Public Health Emergency Preparedness (PHEP) Capabilities National Standards that local health department's need to prevent, mitigate and recover from the top hazards to the public health in its jurisdiction.

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. Planning Goal - The Grantee will plan appropriate activities and resources this year to build or sustain Capabilities for which the Grantee's current CPG rating is "Highly Important" or "Critical", or which have been specified in this agreement by the Department; and that are designed to reach a CPG rating of "Full" or "Significant Ability" on the 2017 final annual IDPH approved Capabilities Plan Guide (CPG) self-assessment.

B.1.2. Capability Assessment - The Grantee will conduct an annual self-assessment of the status of its PHEP Capabilities and resource elements. The Grantee will utilize the Capability Planning Guide (CPG) Module in CEMP. The Capability Assessment is due in CEMP by February 1, 2017 for the IDPH Emergency Response Coordinator's (ERC) review and approval.

B.1.3. Annual Training and Exercise Planning Workshop - As early as practical, but no later than March 13, 2017, Grantees will conduct an annual Training and Exercise Planning Workshop (TEPW) to review, prioritize, and coordinate their exercise and training activities to improve and validate their preparedness capabilities.

B.1.4. Multi-Year Training and Exercise Plan - As early as possible, but no later than April 14, 2017, using the results of their last current annual TEPW, the Grantee shall create and update their multi-year training and exercise (MYTEP) plan for Department ERC review and approval as explained in this section. The MYTEP consists of TWO parts. Both shall be in CEMP.

i. The first part of the MYTEP is a narrative which contains the Grantee's exercise priorities and target capabilities as described in the FEMA HSEEP guidance. The grantee will place a link in the quarterly report to the narrative MYTEP report. The text of the report will be posted in the area designated for this narrative by the CEMP Governance Committee.

ii. The second part is updating the Grantee's training and exercise schedule in the CEMP module called "Index."

iii. Grantees will notify the Department ERC upon completion of each part of the MYTEP.

B.1.5. Hazard Vulnerability Risk Assessment (HVA) - The Grantee will update its jurisdiction's HVA for any of the following reasons:

i. The Grantee becomes aware of new impacts to the public health and healthcare system in its jurisdiction;

ii. The local emergency management agency requests an HVA or update;

iii. The IDPH-recognized healthcare coalition requests an HVA or update; or,

iv. The last HVA update will be 5 years old or more on June 30, 2017.

v. The Grantee's HVA must consider the occurrence of more frequent and extreme weather events and the access and functional needs of at-risk individuals. If the HVA is updated, it shall be submitted to the Department's ERC (in CEMP) for review and acceptance by April 14, 2017, otherwise, the Grantee must state in its quarterly report why the HVA was not updated.

B.1.6. Strategic Plan - Local Health Department (LHD) Grantees shall plan to sustain and/or build its public health preparedness capacity based on the Centers for Disease Control and Prevention (CDC) Public Health Preparedness (PHP) Capabilities, as amended from time to time. The Grantee's Strategic Plan will contain goals and objectives planned for the next five-year period (July 1, 2017 - June 30, 2022) for each capability. As this is a new five-year project period, CDC may update their PHEP Capabilities which may require IDPH to request updates to the Grantee's Strategic Plan. The

initial draft of the new Strategic Plan shall be submitted to the IDPH ERC in CEMP for review and approval by March 24, 2017.

B.1.7. Annual Work Plan -The Grantee will provide to their IDPH Emergency Response Coordinator (ERC) for review and approval a draft PHEP grant application work plan in CEMP by March 24, 2017 that covers proposed Grantee activities for the following project year. The annual work plan shall be a detailed quarterly breakdown and explanation of all of the activities that will be conducted to the objectives prioritized and scheduled in the Grantee's Strategic Plan. As this is a new five-year project period, CDC may update their PHEP Capabilities which may require IDPH to request updates to the Grantee's Annual Work Plan. The annual work plan will contain objective, measurable quarterly benchmarks or with completion dates in order to measure progress on each activity toward its long term objective. Other than the capability activities prescribed in this agreement, the Grantee does not need to plan work in all PHEP capabilities each year. Additional capability activities needed shall be determined and prioritized by the Grantee, and approved by the ERC, based on the Grantee's local role in a capability as well as its current capability assessment and hazard vulnerability assessment. IDPH intends for the Grantee to use the ERC-approved Annual Work plan as part of their PHEP grant application for the following year's PHEP grant funds.

B.1.8. The Grantee will consult with all Public Health Emergency Planning and Response Stakeholders to assess, plan, implement, sustain or build PHEP Capabilities, including, but not limited to, Information Sharing, Emergency Operations Coordination, Community Preparedness and Recovery as described in their approved strategic and annual work plan.

B.1.9. Community Recovery - The Grantee will conduct activities as needed according to their plans.

Emergency Operations Coordination

B.1.10. IDPH SIREN - The Grantee will maintain access and staff abilities to use the State of Illinois Rapid Electronic Notification (SIREN) system (www.siren.illinois.gov) to receive emergency alerts from the Department or other SIREN partners. The Grantee will also assure that its key staff maintains their current 24 hour contact information in the Department's SIREN system.

B.1.11. Redundant Communication Systems - The Grantee will have communications equipment that includes at least a primary and a backup system, which will allow interoperable and operable communications with IDPH, local healthcare partners, its jurisdiction's emergency operations center and other local and state partners. This shall include:

B.1.12. Secure high-speed internet and network resources.

B.1.13. Possession and maintenance of 2 way radio equipment compatible with the State of Illinois interoperability radio equipment platform - Starcom21 and a valid emergency and exercise use subscription to access the State of Illinois Starcom21 network.

B.1.14. Staff with the ability to use and exercise the 2 way Radio systems.

B.1.15. Any one or more of the following: fax, dedicated telephone line(s), cellular telephone(s) with necessary chargers, television, AM/FM/Weather radios, 2 way IREACH radios, high frequency (HAM) radios, or satellite communication.

B.1.16. Ability for 2 way radios to function without utility power by using an alternate power source capable of providing continuous communications for not less than 48 hours.

B.1.17. The Grantee shall publish and maintain 24-hour emergency contact information, on their public web sites, CEMP, and elsewhere, where the general public, hospitals, or other Public Health Emergency Planning and Response Stakeholders can find and promptly reach a staff person to report a suspect or actual public health incident or event in accordance with 77 IAC 615.340 (b). The Grantee will maintain up-to-date contact information for Public Health Emergency Planning and Response Stakeholders and share data and other essential elements of information with them during an emergency response.

B.1.18. Emergency Public Information and Warning - The Grantee will conduct activities as needed

according to their plans.

B.1.19. Fatality Management - The Grantee will document their defined local fatality management roles, capabilities and responsibilities (if any), as characterized by CDC's PHEP Capabilities as amended from time to time, in relation to those of key local partners (e.g., emergency management, coroners/medical examiners, healthcare organizations, and funeral directors) in its emergency operations plan.

Information Sharing INEDSS

B.1.20. The Grantee will maintain and utilize the I-NEDSS AVR (Analysis, Visualization and Reporting) to review infectious disease data and share this information in aggregate form (without personal identifiers) with key partners, including relevant health care providers, to promote timely reporting of cases, outbreaks and other events and an awareness of prevention and disease control measures.

B.1.21. Comprehensive Emergency Management Program (CEMP) - The Grantee will maintain an "instance" of IDPH's CEMP - and appropriate staff member's ability to use CEMP - by participating in IDPH-sponsored CEMP training. The Grantee will provide to the Department updated Primary, Secondary, and Tertiary 24/7 after-hours emergency contact information for key Grantee staff on a quarterly basis and/or as necessary using CEMP. The Grantee will use CEMP for the development, maintenance, and sharing of the Grantee's Annual PHEP/CRI Work plan, Strategic Plan, SNS Strategic National Stockpile (SNS) Plan), CPG capability assessments and PHEP/CRI grant quarterly reports. The Department also encourages the Grantee to utilize CEMP to the fullest extent possible for other plan development and sharing. The Department (or Grantee) may request other uses of CEMP as CEMP functionality is increased (e.g. MCM-ORR documentation) that may become mandatory in future budget periods.

B.1.22. IDPH Web Portal - The Grantee will maintain continuous access and staff abilities to use the IDPH SharePoint web portal (www.idphnet.illinois.gov) for Department information, applications and services.

B.1.23. IMATS - The Grantee will maintain continuous access to, and an appropriate staff member's ability to use CDC's 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. The Grantee will also participate in at least 1 Department-hosted IMATS drills.

B.1.24. Mass Care - The Grantee will conduct activities as needed according to their plan.

Medical Countermeasure Dispensing and Medical Materiel Management and Distribution

B.1.25. The Grantee will cooperate with the Department to comply with CDC Point of Dispensing (POD) standards.

B.1.26. Grantees will fully participate in a Medical Countermeasures Operational Readiness Assessment MCMORR (formerly LTAR) using the current version of the CDC assessment tool in the format requested by the Department by June 30, 2017, (unless the MCMORR has been completed between July 1, 2015 and June 30, 2016); and participate with their Regional ERC to conduct a review of the Grantee's primary MCM/SNS receiving site (i.e., local drop site) using the CDC's DSLR RSS Site Survey Form. "Baseline Data" shall be updated annually in CEMP.

B.1.27. Volunteer Management - Grantees on record with the federal government as hosting an MRC unit must conduct at least one training, drill, or exercise with the majority of unit members during this grant year. The Grantee shall either maintain its current Medical Reserve Corp Unit, or plan activities in its annual work plan and strategic plan, so that by 6/30/17 it will either administer, or assure the availability and coordination of the services of a Medical Reserve Corp (MRC) unit to their jurisdiction. If the availability of an MRC unit cannot be obtained, the Grantee must request IDPH approval of the use of another specified source of qualified volunteers. The Grantee must have full access to Illinois

HELPS or other Department-approved volunteer registration and/or credentialing system. The Grantee will attend at least one Department-designated training on updated Illinois Volunteer Management procedures, if offered.

B.1.28. Public Health Surveillance and Epidemiological Investigation - The Grantee will maintain its capability to respond appropriately and in a timely manner to potential disease outbreaks through collaboration and cooperation with the Department's Office of Health Protection (OHP). Grantees will submit final written reports to OHP within 30 days of concluding outbreak investigations. After action reports for outbreaks will be written when requested and sent to the Department.

B.1.29. Training and Exercise HSEEP - Grantees shall follow current version of USDHS-Federal Emergency Management Agency's Homeland Security Exercise and Evaluation Program (HSEEP) standards, Illinois Emergency Management Agency Exercise Policy Standards, and IDPH-OPR's Training and Exercise Grant Guidance when planning, implementing, evaluating, improvement planning, and reporting on preparedness training and exercise funded by this grant.

Training

i. Relevant Grantee staff shall obtain and maintain training in National Incident Management System (NIMS) and Incident Command System (ICS) topics required by the Department's most current Training and Exercise Grant Guidance.

ii. Relevant Grantee staff shall obtain and maintain current training as needed to properly use SIREN (receive and send alerts), Starcom21 radios, CEMP, the IDPH Web Portal, Illinois HELPS, INEDSS, ITRAIN, and IMATS, Medical Countermeasures Distribution and Dispensing.

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

iv. The Grantee will document completion of all the above Department- required trainings in the IDPH training record system, I-TRAIN in writing.

Exercises

v. The Grantee shall coordinate as practical all internal and external exercise opportunities to meet exercise requirements as efficiently and economically as possible and coordinate its annual exercise requirement with requests from other local, regional, or statewide healthcare or emergency management officials if possible. The Grantee, with relevant partners, will write and implement an After-Action Report/Improvement Plan (AAR/IP) for emergency events and the annual exercise and as soon as possible following the event (Goal is 60 days), but no later than 30 days following the termination of this grant. The Grantee will post the AAR/IP in CEMP and immediately notify the Department ERC.

vi. Annual Exercise - The Grantee shall annually test specific PHEP Capabilities by conducting or significantly participating in an exercise as follows in this section. Significantly participating means participating in all planning, after action meetings, and exercise play; including Grantee agency-related exercise elements, after-action assessments and improvement plans and responsibilities.

vii. The capabilities, tasks and functions tested during the annual exercise will be determined by previous Grantee's AAR/IPs and current Department Training and Exercise Guidance.

viii. Unless the Grantee has previously exercised any of the following 3 capabilities in one or more multi-capability (3 or more) exercises between July 1, 2012 and June 30, 2016, the Grantee shall conduct an exercise that simultaneously tests the CDC PHEP Capabilities of: 1) Medical Countermeasure Dispensing (determining throughput); 2) Information Sharing, and 3) Volunteer Management in an exercise, as determined in Section ix., by June 30, 2017. Otherwise, an exercise testing any 3 PHEP Capabilities shall be conducted by June 30, 2017.

ix. The level of the annual exercise will be determined by HSEEP guidance and the most current Department Training and Exercise Guidance. Exercises should be incremental toward functional or

full-scale, but that depends on Grantee resources, the capability and tasks being tested, and to fill gaps identified.

x. CDC-defined CRI drills will not meet the requirement in Section (vi) for an annual exercise. CRI drills may be included as part of larger exercise meeting the other requirements in this section.

xi. The Grantee shall submit a written request to the Department ERC, documented in the appropriate quarterly report in CEMP, if it wishes to use a local emergency response and After Action Report/Improvement Plan to meet this agreement's annual exercise requirement in section vi. The request must be submitted within 30 days following the start of the event. The Department will use the most current Training and Exercise Guidance and its sole judgment to determine if a Grantee event response will qualify as an annual exercise.

xii. Drills - The Grantee will conduct staff notification and other communication drills, either standalone, or as part of a larger exercise, as follows:

xiii. 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.

xiv. Grantee will have on file a signed IPHMAS agreement and participate in the Illinois Public Health Mutual Aid System (IPHMAS); responding to IPHMAS requests and exercises; and initiates one Illinois Public Health Mutual Aid System (IPHMAS) request as a drill or part of an exercise, or for an actual event.

xv. Participate in at least one StarCom21 radio communication drills per quarter with other health departments and other response partners, such as hospitals, blood centers, and the Department per current Department Training and Exercise Guidance.

xvi. The Grantee will also participate in at least 1 Department-hosted IMATS drill by June 30, 2017.

xvii. The Grantee will maintain written records of these exercises and drills per the current Department Training and Exercise Guidance.

xviii. The Grantee will make timely response to CDC or Department-initiated, or other locally initiated regional notification/ communication drills, including those conducted through telephone, SIREN, StarCom21, or other methods.

B.2. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, unless approved pursuant to Section 17.1 of **PART ONE** and Section 3.7 of **PART TWO**. The Department reserves the right to review all subcontracts and sub-grants at any time during the term of the Agreement.

B.2.1. The Grantee shall assume responsibility for distribution of Grant Funds to sub-grantees for the provision of services under this Agreement and in accordance with the (i) goals, objectives, and activities; and (ii) budget on file with, and approved by, the Department.

B.2.2. No later than May 31, 2017, Grantee shall execute sub-grant agreements for services. Signed copies of all sub-grant agreements shall be submitted to the Department in the corresponding required progress report. Each sub-grant agreement shall identify the sub-grantee and include a scope of services, budget period, detailed budget, and the sub-grantee's current mailing address. The Department will not pay any reimbursement to the Grantee related to sub-grantee activities until the Department has received a copy of the signed sub-grant agreement.

B.2.3. The Grantee shall assure that all services provided by sub-grantees under established sub-grant agreements are provided and documented in a timely manner and in accordance with Department policy. The Grantee shall promptly investigate any sub-grantee not performing in accordance with the sub-grant agreement. The Grantee is responsible for monitoring, investigating, and taking any needed action related to the sub-grantee to protect the integrity of the provision of services under this Agreement. Failure of the Grantee to do so may result in the rejection of claims for payment or in payments being reduced by the total amount of the

value of the sub-grantee contract, until any and all requirements of this Agreement are fulfilled.

- B.3. The Grantee will not commingle funds between separate grants or sub-grants, even if the grants or sub-grants are related, or the same population is being served.
- B.4. In connection with the services described in Section B.1 above, the Department will:
 - B.4.1. Provide overall oversight for the Program.
 - B.4.2. Provide funding to Grantee in accordance with the policies described in Article IV of PART ONE.
 - B.4.3. 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.4.4. Provide technical assistance and support in implementation of the grant.
 - B.4.5. Provide feedback on reports and work products submitted by Grantee.
 - B.4.6. Initiate and conduct a site visit (if an MCMORR visit is not conducted) of the Grantee to provide the grantee technical assistance and monitor grant compliance.
 - B.4.7. Initiate and conduct periodic communication exercises with SIREN or Starcom21 with local health departments.
 - B.4.8. The Department will provide specific guidance and formats for local health department exercises, training and performance measure and other types of reporting as described in this grant in a timely fashion.
 - B.4.9. Provide technical support for information technology system use required by this grant.
 - B.4.10. Provide guidance to clarify these grant terms, or adapt to unforeseen emergencies and events.

EXHIBIT C
PAYMENT

Grant Funds in amount not to exceed a maximum amount of \$50,219.00, of which \$50,219.00 are federal funds.

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.

**EXHIBIT D
CONTACT INFORMATION**

CONTACT FOR NOTIFICATION:

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

DEPARTMENT CONTACT

Name: Winfred Rawls
Title: Deputy Director of Preparedness
and Response
Address: 422 S. Fifth Street, 4th Floor,
Springfield, IL 62701
Phone: 217-558-0560
TTY #: 800-547-0466
Fax #: 217-557-3894
E-mail Address: Winfred.rawls@illinois.gov

GRANTEE CONTACT

Name: Michael Charley
Title: Director of Public Health
Address: 123 Madison Street, Oak Park, IL
60302
Phone: (708) 358-5489
TTY #:
Fax #: (708) 358-5115
E-mail Address: mcharley@oak-park.us
Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

- E.1. Grantee shall submit performance reports pursuant to Section 14.3 of PART ONE.
- E.2. As set forth in PART THREE, performance reports shall be submitted quarterly. Performance reports shall include the following information:
 - E.2.1. Pursuant to Section 14.3 of PART ONE:
 - E.2.1.1. A comparison of actual accomplishments to the objectives of the award established for the period;
 - E.2.1.2. Reasons why established goals were not met, and a narrative explanation of why the objectives were not achieved.
 - E.2.2. Progress of the program and project as of the close of the period being reported on;
 - E.2.3. Description of the use and expenditure of Grant Funds awarded under this Agreement;
 - E.2.4. Refer to Exhibit F – Performance Standards for the list of Performance Measures, Data to be reported, Method of Reporting and Reporting Frequency.
 - E.2.5. Any other information required by the Grant Instructions.
- E.3. Reporting Timelines.
 - E.3.1. First Performance Report. Unless otherwise specified in PART THREE, Grantee's first performance report shall cover the first three months after the Award begins.
 - E.3.2. Close-out Performance Reports. Grantee shall submit a final close-out performance report within thirty (30) calendar days following the end of the period of performance. If this Agreement is terminated early, regardless of the reason, Grantee shall submit a final close-out performance report within thirty (30) calendar days following the effective date of termination.
- E.4. Failure to Report. Failure to submit required performance reports may cause a delay or suspension of funding.

EXHIBIT F
PERFORMANCE STANDARDS

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

Performance Measure	Data Reported	Report Frequency	Method of Reporting	Performance Standard	Possible Remedial Action or Funding Impact
Grant Narrative Progress Reports	Date Submitted	Quarterly	CEMP	Complete a narrative report 1 month following the end of each calendar quarter as specified in grant.	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
Preparedness and NIMS Training Completion for IDPH-required courses (IS 100, 200, 250, 300, 400, 700, 702, 703, 800, 808 and HSEEP, SIREN, CEMP, HELPS)	Percent (# in numerator that have completed each IDPH-required ICS training / Cumulative # of current staff required to complete each IDPH required ICS training)	4th Qtr	CEMP Survey Link	Complete by July 31, 2017	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
Volunteers	Cumulative number of registered volunteers inclusive of those who are registered as a volunteer for your jurisdiction via IHELPS and/or through a local registration system.	4th Qtr	CEMP Survey Link	Complete by July 31, 2017. Number of volunteers meets LHD MCM Dispensing Needs assessed by ERC	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
Annual Exercise or Event	Exercise or Event, Exercise and AAR/IP Date(s), Exercise Type (Drill, TTX, FE, FSE)		CEMP Survey Link	Complete by July 31, 2017	Corrective Action in 15 days then suspension or termination of agreement.
PHEP CPG Assessment Update	Date submitted	Annual	CEMP Module	Complete by 2/1/2017	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
Percent Priority CPG Capabilities	# CRITICAL or HIGHLY IMPORTANT capabilities with FULL or SIGNIFICANT CAPABILITY/ # of ALL CRITICAL or HIGHLY IMPORTANT capabilities	Annual	CEMP Narrative Report by 3 rd quarter	70%	Corrective Action Plan as determined by ERC.
Conducts TEPW	Date Conducted	Annual	CEMP Narrative Report by 4 th quarter	Completed by 3/13/17	Corrective Action Plan as determined by ERC.
MYTEP Narrative and CEMP Module	Date completed	Annual	Narrative and CEMP Module	Completed by 4/14/17	Corrective Action Plan as determined by ERC.

HVA	Date of the last update	Annual	CEMP Module	Completed by 4/14/17	Corrective Action Plan as determined by ERC.
Strategic Plan Update	Date of the plan's update	Annual	CEMP	Completed by 3/24/17	Corrective Action Plan as determined by ERC.
Annual Work Plan	Date plan for BP1 (SFY18) is created	Annual	CEMP	Completed by 3/24/17	Corrective Action Plan as determined by ERC.
Emergency Response Planning with multiple appropriate planning partners.	List of non-LHD staff partners, meeting dates, confirm contact info.	Maintain annually	CEMP Narrative	Completed by June 30, 2017	Corrective Action Plan as determined by ERC.
Baseline Data Update	Date updated	Annual	CEMP	June 30, 2017	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
MCM ORR and local drop site survey	Date	Annual	CEMP and Site Survey Form	June 30, 2017	Corrective Action Plan as determined by ERC.
Type of MRC of volunteer unit Affiliation with LHD	("Hosted", "Affiliated", "Other", "None")	annual	CEMP Narrative	June 30, 2017	Corrective Action Plan as determined by ERC.
Annual MRC Drill (if attached to MRC)	Date	Annual	CEMP Narrative	June 30, 2017	MRC Funding stipend suspended.
IDPH Preparedness Conference attendance		Annual	CEMP Narrative Report by 4th quarter		Corrective Action Plan as determined by ERC.
Exercise meets requirement to test MCM-throughput, info-sharing, volunteer management.		Once in five years	AAR/IP	60 days after exercise/event, but no later than	Corrective Action Plan as determined by ERC.
After Hours IC Staff Alert & Assembly Drill	Date	Annual	CEMP Narrative	June 30, 2017	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
IPHMAS Request Drill / Exercise	Date	Annual	CEMP Narrative and/or AAR/IP for exercise/event	June 30, 2017	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
Quarterly StarCom 21 Drill with Partners Dates	Date	1st Qtr	CEMP Narrative	September 30, 2016	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
Quarterly StarCom 21 Drill with Partners Dates	Date	2nd Qtr	CEMP Narrative	December 31, 2016	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
Quarterly StarCom 21 Drill with Partners Dates	Date	3rd Qtr	CEMP Narrative	March 31, 2017	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.

Quarterly StarCom 21 Drill with Partners Dates	Date	4th Qtr	CEMP Narrative	June 30, 2017	Funding suspended until received and reviewed by ERC per 30 ILCS 705/4.1.
IMATS Drill	Date	Annual	CEMP Narrative	June 30, 2017	Corrective Action Plan as determined by ERC.

EXHIBIT G
STATE AGENCY CONTRACTS

If applicable pursuant to Section 20.1 of **PART ONE**, for each contract or other agreement to which Grantee is a party with any other State agency, provide the following information **as a supplemental attachment**:

1. The name of the State agency;
2. The number of the contract(s) or other agreement(s);
3. The estimated amount of the contract(s) or other agreement(s);
4. The term of the contract(s) or other agreement(s); and
5. The nature or purpose of the contract(s) or other agreement(s).

EXHIBIT H SPECIFIC CONDITIONS

H.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.

H.2. Imposition of Conditions.

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

H.2.1.1. Payments shall be made only by reimbursement. No advance payment shall be made.

H.2.1.2. Grantee may not proceed to a subsequent phase of the project until Grantor acknowledges, in writing, that Grantee has performed acceptably during the preceding phase of the project.

H.2.1.3. The grantee shall provide enhanced detail financial reporting as follows:

H.2.1.3.1. The performance reports identified in Exhibit E shall include the total compensation received for the period of the report.

H.2.1.3.2. The condition identified in H.2.1.3 will be removed if the grantee implements a new or enhanced financial system, mitigating controls, or a combination of both by March 15, 2017 that are deemed satisfactory to Grantor in writing.

H.2.1.4. The grantee shall conduct a desk review of the status of implementation of corrective action as follows:

H.2.1.4.1. Audit findings considered to be significant or material weaknesses need to be addressed with a corrective action plan in a timely manner.

H.2.1.4.2. The condition identified in H.2.1.4 will be removed if the grantee implements a corrective action plan by March 15, 2017 that are satisfactory to Grantor.

H.2.1.5. The Grantee shall obtain additional prior approvals for the procurement of goods and services as follows:

H.2.1.5.1. The grantee shall adopt written policies and procedures to comply with Procurement Standard requirements identified in 2 CFR 200.317-326 for the following methods of procurement: a) Procurement by micro-purchases under \$3,000 (2 CFR 200.67); b) Procurement by small purchase procedures under \$150,000 Simplified Acquisition Threshold (2 CFR 200.88); and c) Procurement by sealed bids that meet the minimum requirements in 2 CFR 200.320(c).

H.2.1.5.2. The condition identified in H.2.1.5 may be removed if the grantee implements corrective action including controls over procurements of activities by March 15, 2017 that are deemed satisfactory to the Grantor.

H.2.2. Specific conditions H.2.1.3 through H.2.1.5 are imposed because during the completion of the financial and administrative risk assessment (ICQ) deficiencies were identified in the sections of financial reporting, audit, and procurement standards.

H.3. Removal of Conditions.

H.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.

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

H.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.

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PART TWO – THE DEPARTMENT-SPECIFIC TERMS

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

ARTICLE I ADDITIONAL CERTIFICATIONS

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

ARTICLE II SERVICES

- 2.1. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, or sub-grantee to fulfill any obligations under this Agreement without the prior written consent of the Department. Departmental approval of a budget including subcontractors or sub-grantees does not constitute prior written consent for the use of such goods or services. All sub-grantees shall have an application, including a budget and project deliverables, on file with the Grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subcontracts and sub-grants at any time during the term of the Agreement.
- 2.2. The Grantee will not commingle funds between separate grants or sub-grants, even if the grants or sub-grants are related, or the same population is being served.

ARTICLE III DEFINITIONS

- 3.1. Department. Illinois Department of Public Health.
- 3.2. Equipment. Tangible, non-expendable, personal property.
- 3.3. Grant Instructions. The instructions provided to Grantee set forth the Grantee's reporting requirements and all other requirements under this Agreement, and are hereby incorporated into this Agreement. Failure to comply with the requirements set forth in the Grant Instructions will be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement.
- 3.4. Operational Utilities. Utilities required for basic operational functions, without which Grantee's ability to perform under the Agreement would be substantially hindered. Operational Utilities include electricity, gas, heat, air conditioning, water, cable, telephone, office supplies, internet, and other core day-to-day expenses necessary to maintain the office space in reasonable working condition, as determined by the Department Office overseeing the grant. Rent is not considered an Operational Utility, and Grantee is required to disclose its landlord or lessor to the Department even if Grantee uses the rented space for more than performance of this Agreement.
- 3.5. Order to Surrender. An order to surrender equipment and/or supplies purchased with Grant Funds for the purpose of carrying out the Award.
- 3.6. Party. A signatory to this Agreement. A subcontractor or sub-grantee is not considered a Party
- 3.7. Subcontractor. A third party, not a party to this Agreement, who provides or tenders goods of any kind, or performs services of any kind, for the Grantee.

- 3.8. Subcontractor and Sub-grantee Authorization Form. The form a Grantee is required to submit when requesting the Department's written consent to utilize the services of a subcontractor (other than an Operational Utility) or sub-grantee. The use of subcontractors and sub-grantees is prohibited until the Grantee has submitted this form and received written approval from the Department, even if subcontractors or sub-grantees are listed in an approved budget. Use of a subcontractor or sub-grantee without the Department's prior written approval may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement. The Subcontractor and Sub-grantee Authorization Form may be submitted at any time before or during the term of the Agreement, and may be submitted as often as needed when new subcontractors and sub-grantees are identified.
- 3.9. Sub-grantee. A third party, not a party to this Agreement, who performs services on behalf of the Grantee in furtherance of Grantee's performance of the services described herein during the term of this grant.
- 3.10. Supplies. All tangible personal property other than Equipment.

ARTICLE IV EXPENDITURE, BILLING, AND MANAGEMENT OF FUNDS

- 4.1. 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-grantees, even if the subcontractors or sub-grantees are identified by name, does not constitute Prior Approval for the use of such services. Rather, the Grantee shall utilize a Subcontractor and Sub-grantee Authorization Form to obtain Prior Approval pursuant to Section 17.1 of **PART ONE**. If the Department has not granted Prior Approval after reviewing the Subcontractor and Sub-grantee Authorization Form, expenditures made to unapproved subcontractors or sub-grantees shall not be reimbursed.
- 4.2. Pursuant to Section 23.1 of **PART ONE**, and 2 CFR200.421(e), Grantee and any approved sub-grantees shall not expend any Grant Funds for promotional items. Promotional items include but are not limited to: calendars, pens, buttons, pins, magnets, gift cards, posters, and stationery. If the Department has not granted prior written permission to expend Grant Funds for promotional items, expenditures for promotional items shall not be reimbursed.
- 4.3. Cash Management Improvement Act of 1990. Pursuant to Section 4.3 of **PART ONE**, unless otherwise noted in **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations.
- 4.4. Interest. Pursuant to Section 4.6(a) of **PART ONE**, unless otherwise noted in **PART THREE**, all interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes. 30 ILCS 705/10.
- 4.5. Timely Billing Required. Pursuant to Section 4.7 of **PART ONE**, unless otherwise noted in **PART THREE**, Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter.

ARTICLE V GRANT FUND CONTROL REQUIREMENTS

- 5.1. Discretionary Audit: The Department may, at any time, and at its sole discretion, require a financial

audit, a grant-specific audit, or any other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.

- 5.2. 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.
- 5.2.1. Expenditures and Project Activity Prior to Grant Execution. If the Agreement is executed more than ninety (90) days after the beginning date of the grant term provided in the Agreement, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department. The Reports must account for expenditures and Project activity incurred from the beginning of the grant term to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is received and approved by the Department.
- 5.2.2. 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.
- 5.3. Grant Instructions Upon execution of this Agreement, the Grantee will receive Grant Instructions detailing reporting requirements and procedures relating to the Award. The Grant Instructions are hereby incorporated into this Agreement. Grantee is obligated to comply with the Grant Instructions and any revisions thereto in accordance with Section 13.4 of **PART ONE**. Failure to comply with the reporting requirements may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement pursuant to Section 13.4 of **PART ONE** and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.
- 5.4. Due Diligence in Expenditure of Grant Funds Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement and be actual and necessary expenditures; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.
- 5.5. Conflict of Interest An actual or potential Conflict of Interest between Grantee and sub-grantee(s) or subcontractor(s) existing prior to execution of this Agreement must be disclosed to the Department as part of the grant application. An actual or potential Conflict of Interest between Grantee and sub-grantee(s) or subcontractor(s) arising after execution of this Agreement must be disclosed to the Department within ten (10) days of discovery. Grantee must obtain express written permission to work with a sub-grantee or subcontractor with whom it has an actual or potential Conflict of Interest. Failure to obtain such express written permission may be considered a material breach of the Agreement and may result in termination of the Agreement and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

ARTICLE VI INCORPORATED ATTACHMENTS

- 6.1. **Grant Application.** The Grant Application submitted by Grantee will be final and is incorporated herein. However, a revised Grant Application is incorporated if submitted to Grantor and thereafter

approved.

- 6.2. **Goals, Objectives, and Activities.** The goals, objectives, and activities agreed to by Grantee as part of the 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.

ARTICLE VII GENERAL PROVISIONS

- 7.1. Audit/Retention of Subcontractor and Sub-grantee Records (30 ILCS 500/20-65) If any of the services to be performed under this Agreement are subcontracted and/or if sub-grants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and sub-grants, a provision that the Department, the Attorney General, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access and the right to examine any and all of sub-grantee's grant-related documents, equipment, papers, or records, whether in hard copy or electronic, which support Grantee's performance of services under this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic). Further, any such sub-grantor shall be governed by the same requirements as those the Grantee is subject under this Agreement.
- 7.2. 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.
- 7.3. 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.
- 7.4. Confidential Information In addition to the requirements of Section 26.10 of **PART ONE**, each Party, including its agents and sub-grantees, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this Agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or which later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 7.5. Use and Ownership

- 7.5.1. 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.
- 7.5.2. Equipment and Supplies. Equipment and supplies authorized to be purchased with Grant Funds becomes the property of the Grantee so long as the equipment and supplies are not diverted from the purposes for which the Award was made. Pursuant to Section 22.1 of **PART ONE**, if Grantee has not met the conditions of 2 CFR 200.439(a), or if Grantor determines that equipment and supplies purchased with Grant Funds are unrelated to performance of the Agreement, Grantee shall be required to transfer such equipment and title thereto to Grantor. Grantee will maintain an inventory or property control record for all equipment and supplies purchased with Grant Funds. During the grant term, the Grantee must: (i) use equipment and supplies acquired with Grant Funds only for the approved Project purposes set forth in **EXHIBITS A AND B**; (ii) provide sufficient maintenance on the equipment and supplies to permit achievement of the approved Project purposes; and (iii) maintain, at its own expense, insurance coverage on all equipment and supplies purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and supplies in similar businesses. The Grantee is prohibited from selling, transferring, encumbering (other than original financing) or otherwise disposing of said equipment or material during the grant term without prior written approval of the Department. The Grantee shall properly maintain, track, use, and/or store the equipment and supplies according to applicable manufacturer's guidelines, federal and State law or rules, and Department requirements stated herein. All Grantee actions involving equipment and supplies shall be in compliance with the applicable State and federal law.
- 7.5.3 Order to Surrender Equipment and/or Supplies.
- 7.5.3.1. 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:
- 7.5.3.1.1. The equipment and/or supplies are no longer being used for the purpose for which the Award was made;
 - 7.5.3.1.2. The Grantee ceases to exist;
 - 7.5.3.1.3. The equipment and/or supplies are improperly maintained, used, tracked or stored;
 - 7.5.3.1.4. Responsibility for carrying out the purpose of the Award has been transferred to another entity;
 - 7.5.3.1.5. The Agreement has been suspended or terminated;
 - 7.5.3.1.6. The Grantee has failed to comply with any provision of the Agreement; or
 - 7.5.3.1.7. Any other reason determined by the Department.
- 7.5.3.2. In the event the Department issues an Order to Surrender, the Grantee shall, pursuant to the terms of the Order to Surrender:
- 7.5.3.2.1. 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;

7.5.3.2.2. 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

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

7.5.4 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.

7.5.5 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.

7.6. Solicitation and Employment

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

7.7. 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 and subcontractor's officers, employees or agents. Grantee or sub-grantee shall immediately reassign any such individual who, in the opinion of the State, does not pass the background checks.

7.8. 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 Packet, 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.

7.9. Amendments

This Agreement may not be amended without prior written approval of both the Grantee and the Department. Any amendments must be executed by both Parties no later than thirty (30) days prior to the end of the grant term.

7.10. Termination for Cause

The Department may terminate this Agreement, in whole or in part, if: (i) the Grantee commits any

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

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

7.11. Federal Whistleblower Protections

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

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PART THREE – THE PROJECT-SPECIFIC TERMS

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

ARTICLE I AUTHORITY

- 1.1. The Department is authorized to make this grant pursuant to Public Health Emergency Preparedness Program Funding (PHEP): 319C-1 of the Public Health Service (PHS) Act, as amended; subject to available funding and other requirements and limitations.
- 1.2. The Department is making this grant pursuant to appropriation 063-48270-1900-0200.
- 1.3. The Department is making this grant pursuant to federal grant number 5 NU90TP000520-05-00.

ARTICLE II SERVICES

- 2.1. The Grantee may utilize subcontractors in the performance of this Agreement. If Grantee is allowed to utilize subcontractors, subcontractors may not be used until (i) the Grantee submits a Subcontractor and Sub-grantee Authorization Form pursuant to Section 2.1 of **PART TWO**; and (ii) the Department gives written consent pursuant to Section 3.7 of **PART TWO**.

ARTICLE III EXPENDITURE, BILLING, AND MANAGEMENT OF FUNDS

- 3.1. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter. Failure to submit such payment request timely may render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

3.2 The Grantee is required to provide a matching amount of 10% of the total grant. The Grantee shall document on the Reimbursement Certification form, the amount of matching funds or in-kind services conducted on grant deliverables or other public health emergency preparedness activities. The match must be from non-federal funds provided directly or through donations and may be cash or in-kind, fairly evaluated, including equipment, services performed, or administrative expenses to meet the requirements of the grant deliverables. Matching costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from grantee records as outlined in federal regulations in order to meet the requirements of an A-133 audit. In addition, to the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs. Matching resources must comply with 2 CFR 200 and this grant's application instructions.

ARTICLE IV FINANCIAL REPORTING REQUIREMENTS

- 4.1. Annual Financial Reports. Annual financial reports must be filed pursuant to the requirements of Section 13.3 of PART ONE and EXHIBIT E.
- 4.2. Required Periodic Performance Reports. Pursuant to Section E.2 of **EXHIBIT E**, performance reports shall be submitted quarterly. The first of such reports shall cover the first 3 months after the Award

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