

FY 2023 FUNDING AGREEMENT – MASTER COPY

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THIS AGREEMENT is between the **McHENRY COUNTY MENTAL HEALTH BOARD** (hereafter "Mental Health Board") and _____ (hereinafter "Provider") for a term commencing December 1, 2022 and ending November 30, 2023 (hereafter "Contract Year").

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1. **SERVICES AND BILLINGS.** The Provider shall furnish the Services set forth in Schedules A and B (hereafter "Service(s)").

A. **Grant Funding.**

The funding for Services in Schedule A, attached hereto and incorporated by reference herein is a grant. The Mental Health Board will pay the Provider the amount specified for each Project or Service if the Provider achieves or shows significant progress toward one or more of the following deliverables: (1) continued progress toward completion of the schedule of events as submitted with the project implementation plan, (2) documentation of project completion, (3) projected grant deliverables or outcomes supported by monthly data submission as detailed in the specific program Work Plan, attached hereto and incorporated by reference herein as Exhibit A, as amended over the course of the term. In the event provider does not reach the applicable deliverables or adhere to reporting requirements as stated herein, the Mental Health Board may reduce the amount of the grant accordingly.

Services performed under a Purchase of Position are prohibited from also being billed in any Fee for Service category in Schedule B or other benefit or funding source during the time spent performing duties specific to the Purchase of Position Work Plan. Staff funded as a Purchase of Position shall not work in any other capacity at Provider during the funded hours without the written consent of the Mental Health Board.

When funding is provided in the form of a Grant or Purchase of Position, the Mental Health Board requires reconciliation of revenues and expenditures for the contracted Service on a biannual basis (May and November). The Mental Health Board shall be entitled to a refund of unspent funds and/or disallowed expenses by December 31st of each Mental Health Board Fiscal Year.

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B. **Fee For Service Funding.**

The funding for Services in Schedule B, attached hereto and incorporated by reference herein, is a Fee for Service Agreement. The Mental Health Board will pay the authorized cost set forth in Schedule B which is supported by authorized activity codes set forth in the approved Work Plan and documentation required to be submitted with the Affidavit. The Provider is responsible for submitting Affidavits in accordance with applicable rates and MHB shall not allow Affidavit resubmissions beyond 180 days unless approved by the Mental Health Board. The Mental Health Board will not pay for services rendered beyond the maximum dollar amount set forth in Schedule B.

Provider must first seek payment from all other potential payers prior to billing the Mental Health Board for Services. The Provider agrees to report and shall maintain sufficient documentation to show payment from all outside funding sources. The Mental Health Board shall be billed using CPT codes, HCPCS codes or Mental Health Board activity or service codes as identified in the Work Plan(s).

Subject to approval in the Work Plan, notwithstanding any terms to the contrary, Services shall be provided and billed in alignment with the Illinois Department of Human Services (hereinafter Department of Human Services) requirements for Medicaid Reimbursement under 59 Illinois Administrative Code Part 115, Part 116, Part 117, Part 119, Part 120, Part 132, Part 140, and Part 1100, 77 Illinois Administrative Code Part 2060 and Part 2090, and the Mental Health and Developmental Disabilities Confidentiality Act unless otherwise approved.

C. **Billing Guidelines.**

Unless otherwise specified herein the term "unit" in Schedules A and B is defined to mean a fifteen (15) minute episode of service with the client present in compliance with the applicable Administrative Rule. The Mental Health Board shall pay the authorized unit rate for each fifteen (15) minutes of qualifying client Service identified on the Work Plan by service or activity code that has been provided and is properly documented and submitted for payment. An episode of Service lasting at least eight (8) minutes but less than fifteen (15) minutes shall be paid an amount equal to the authorized cost per unit. An episode of Service lasting less than eight (8) minutes shall not qualify for any payment and shall not be reported to the Mental Health Board. Units lasting less than 8 minutes shall not be added together to meet the billable unit time requirement. The Mental Health Board will not pay for

time spent completing clinical documentation unless completing such paperwork meets the definition of a reimbursable service.

The Mental Health Board shall pay the authorized unit rate for each qualifying client service or service code identified on the Schedule B that has been provided and is properly documented and submitted for payment at the time of contract execution.

Payments for the Grant and the Fee for Service Agreements shall be made on a monthly basis commencing with the month of December, and each and every month thereafter, upon submission by the Provider of a satisfactory monthly Affidavit and any related data submission requirements detailed in the program specific Work Plan or Special Conditions.

Affidavit submission shall occur within 180 days of the end of the month in which services were provided, including resubmissions, unless otherwise approved by the Mental Health Board. All Affidavits shall be submitted in accordance with Mental Health Board fiscal year-end deadlines, which will be communicated to Providers during the Mental Health Board's fourth quarter.

2. **PAYMENTS.** Payment for Grants or Fee for Service billings shall be determined in the sole discretion of the Mental Health Board, as set forth in Schedules A and B. Excess funds shall not be carried over to the next fiscal year without Board action.

The Mental Health Board reserves the right to modify the rate, payment process, Services, and documentation requirements of this Agreement.

In accordance with Mental Health Board Policy for Agency Request for Cash Advances, when applicable, the Mental Health Board will give consideration to any request of Provider made pursuant to said policy when applicable to the subject matter of this Agreement.

3. **NETWORK.** For purposes of this Agreement, Behavioral Health Care Network, (hereafter "Network"), shall mean all Providers funded by the McHenry County Mental Health Board to deliver behavioral health services. Unless otherwise specified herein, "behavioral health services" is defined as Services delivered to individuals who have or are at risk of developing a mental health disorder, developmental disability, substance use disorder, or traumatic brain injury.

4. **RESIDENT ELIGIBILITY.** Any resident of McHenry County, Illinois may make an application to the Provider for acceptance as a client in the Services to be funded in this Agreement. Said application may be made directly by a resident or on his behalf by his family, a physician, another Mental Health Board funded Provider, or by other third parties when permitted by law.

5. **ADMISSION REQUIREMENTS.** The Provider will maintain Service admission criteria in alignment with the applicable Administrative Rule as required by the Illinois Department of Human Services and the Mental Health Board. Said admission criteria shall be applied fairly and equally to all applicants without regard to ability to pay, or race, gender, color, creed, national origin, disability, or as otherwise required by law.

In order to ensure continuity of care, access to Services, and care coordination for each client in the Mental Health Board's Network, the Provider agrees that:

(a) Any person eligible for treatment by any Provider within the Network may also be eligible for treatment by this Provider.

(b) A client of any Provider in the Network can and will be transferred or referred and Services coordinated without delay to any other Provider in the Network (on condition that adequate access to Services is available) whenever such a transfer or referral is indicated or required by the client's needs.

(c) Information concerning a client obtained by a provider in the Network shall be shared in compliance with all applicable confidentiality restrictions, laws, and regulations.

(d) Those responsible for the primary care and treatment for a client of any provider in the Network will continue to provide care for that person if he or she also receives secondary care from another provider in the Network.

6. **FEE SCHEDULE.** All clients of the Provider in the Services funded by this Agreement shall be charged a fee in accordance with a fee schedule which shall include a provision that a client shall be charged a reduced fee or no fee at all in accordance with his or her financial ability to pay (unless prohibited by law). Said fee schedule shall be in full compliance with the federal False Claims Act, 31 USC § 3729, et seq.; the Illinois False Claims Act, 740 ILCS 175/1, et seq.; the Illinois Public Aid Code, 305 ILCS 5/1-1 et seq.; and the federal Medicare/Medicaid Anti-Fraud statute, 42 USC 1320 et seq. or any other federal or state statute if applicable, and reviewed periodically by the Mental Health Board.

7. **SERVICE STANDARDS.** The Provider shall provide and document all Services under this Agreement in alignment with generally accepted, and evidence based, mental health standards as well as those accepted or adopted by the Illinois Department of Human Services under 59 Illinois Administrative Code Part 115, Part 116, Part 117, Part 119, Part 120, Part 132, Part 140, and Part 1100, 77 Illinois Administrative Code Part 2060 and Part 2090, and the Mental Health and Developmental Disabilities Confidentiality Act unless otherwise approved.

If Provider is not Medicaid Certified, Provider shall deliver and document Services in a manner that is in alignment with 59 Illinois Administrative Code Part 115, Part 116, Part 117, Part 119, Part 120, Part 132, Part 140, and Part 1100, 77 Illinois Administrative Code Part 2060 and Part 2090, and the Mental Health and Developmental Disabilities Confidentiality Act, as applicable to the type of Services provided.

In accordance with the standards for a Network with CARF International (hereinafter CARF) accreditation, the MHB implements a quality and compliance review process for all participating Providers, regardless of size of budget, with which the MHB enters into a Funding Agreement. For service delivery networks, this quality review applies to network-related service provision and business practices which can be met in the following ways: (1) CARF accreditation of the participating Provider, (2) accreditation of the participating Provider by another nationally or CARF recognized accrediting organization, or (3) if the participating Provider is unaccredited, MHB implementation of a regular on-site review process of the Provider that addresses the Provider's application of identified CARF standards for service provision and business practices.

If Provider receives funds attributable to a State program or grant not listed above or a Federal program or grant, then Provider shall be responsible for reviewing and complying with all applicable State and Federal requirements relating to such funds.

8. **REPORTING, EVALUATION, AND MONITORING REQUIREMENTS.**

Notwithstanding the reporting requirements set forth herein and subject to paragraph 21, below, if Provider and the Mental Health Board otherwise agree in writing to an alternate method of reporting or an alternate format for reporting, that alternate agreed upon method will control. Provider shall track and report measurable outcome data, service information, evaluation and monitoring data, and the agency's emergency response plan as specified below:

A. MEASUREABLE OUTCOMES.

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1. To be submitted in accordance with the Program Work Plan, reporting on domains selected on the Funding Application.
2. Pursuant to Mental Health Board Work Plans, unless otherwise authorized by the Mental Health Board, all funded programs will adopt measurable outcomes. Outcome Reports are required to be completed using the Foundant Grant Lifecycle Manager provider portal on a quarterly basis commencing with the quarter ending on the last day of February. Outcome Reports shall be completed and submitted to the Mental Health Board in the specified format by the last day of the month following the end date of each reporting period.
3. Providers are required to maintain the use of the assessment tool(s) identified on the Work Plan to measure Outcome Domains.
4. In order to ensure accuracy and continuity for Outcomes Reporting and persons served each quarter, Providers must make available at time of compliance audit, written documentation of the process or procedure by which the Provider measures, accumulates, calculates and reports applicable data, including unduplicated persons served as required per Program Work Plan.

B. DATA REPORTING – FEE-FOR-SERVICE (FFS)/GRANT/PURCHASE OF POSITION (POP)

1. Reporting data for the previous month will be submitted to the Mental Health Board on or before the 2nd Monday of the month. Data requirements shall be identified in the Mental Health Board Work Plan. Information shall be submitted in a format specified by the Mental Health Board.
2. A completed Affidavit (Mental Health Board specified format) requesting reimbursement corresponding with data submitted in the format determined by the Mental Health Board on or before the 2nd Monday of the month. If to be signed by other than the Executive Director or Chief Financial Officer, a statement shall be provided by the Executive Director, Board Treasurer, or Authorized Designee, and updated throughout the year if there are staffing changes, as to who has authorization to sign, prior to the submission of the Affidavit.
3. A Financial Report may be requested periodically by the Mental Health Board.

C. ADDITIONAL SERVICE REPORTING REQUIREMENTS.

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The following describes the additional requirements of the Mental Health Board for periodic reporting:

- Provider participation in Network Council.
- Provider participation in Quality Management Team.
- Provider participation in Intake Coordinator Meetings
- Provider participation in clinical reviews requested by the Mental Health Board for purposes of treatment planning, care coordination and service navigation, initiated by a client, by a family member of a client, or by another Provider.
- Provider participation in Mental Health Board investigation processes of complaints or grievances involving the Provider or Provider's service delivery.
- Providers to report issues to the Mental Health Board that may affect the CARF Network Accreditation areas of Accessibility, Human Resource Activities, Technology, and Health and Safety, in order to aid in Network planning.
- Number of unduplicated persons served by each Work Plan program/service by type, age group, and gender
- Fee Schedules, policies, and procedures
- Fiscal year audits (In accordance with Financial Audit Requirements – Funded Providers Policy)
- External audits, surveys, and accreditation reports

Network Council, Quality Management Team and Intake Coordinator Meeting attendance waivers may be requested in writing to the MHB Executive Director.

D. CRITICAL or SENTINEL EVENTS. Provider shall inform the Mental Health Board Executive Director or Deputy Director within 24 hours of any Critical or Sentinel event that involves a Mental Health Board funded client or program. A critical event is any event that potentially affects the Provider's State licensure, Medicaid certification status, accreditation, or puts the Provider or the Mental Health Board at risk fiscally, clinically, or legally. A Sentinel Event is defined as any unanticipated event in a healthcare setting resulting in death or serious physical or psychological injury to a patient or patients, not related to the natural course of the patient's illness. Provider shall describe the basic event, maintaining client confidentiality.

E. **STAFF CREDENTIALS.** The Mental Health Board may audit the credentials, qualifications, and supervision of all staff to ensure compliance with the requirements of DHS/DMH/DD/DRS, SUPR, DCFS, DOC, Illinois Departmental Medicaid Rules, HFS, and/or other applicable state, local, or federal regulations. The Provider shall conduct background checks on all employees and staff funded under this Agreement.

F. **PROGRAM CHANGES/CLOSURES.** The Mental Health Board shall be notified in writing at least 60 days in advance of any program closure or significant change to programs expected to impact service availability requirements, including staff reduction in force which would alter capacity to serve residents or fulfill the contract obligations.

G. **CHANGE IN OPERATIONS.** In the event Provider is considering a corporate merger, consolidation, bankruptcy, corporate restructuring, expansion or creation of new programs or services, ceasing or transferring operations, any of which will impact the terms of the Mental Health Board Funding Agreement, or the Provider is facing financial insolvency illustrated in part by furlough days, missed payroll or delayed payment of payroll expected to impact service availability requirements, Provider will provide as much advance notice relative to the occurrence of said event to the Mental Health Board as possible.

9. **FINANCIAL INFORMATION.** The Provider shall use a fund accounting system and follow generally accepted accounting standards. The Provider shall comply with U.S. Office of Management and Budget (OMB) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as applicable. In addition, the Provider shall comply with the Mental Health Board’s “Financial Audit Requirements – Funded Providers” policy as approved by the Board. However, such audits will not restrict the ability of the Mental Health Board to engage in, at its discretion, its own audits and investigations of Provider. Provider shall provide the Mental Health Board, its designees, and its consultants access to the Provider’s premises, books, and records upon reasonable notice, or no notice at all.

The Provider shall report by each Mental Health Board Schedule A grant and/or Purchase of Position, a reconciliation of Mental Health Board payments to actual expenditures at May 31st and November 30th. Such reconciliation shall be on the form and in accordance with the instructions therein provided by the Mental Health Board.

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“Unexpended funds or disallowed expenses shall be returned to the Mental Health Board after the November Mental Health Board fiscal year end, but no later than December 31st.”

After MHB review, any further ineligible expenses, amounts in excess of budget, or unauthorized budget movement determined by MHB staff shall result in further recoupment of MHB funding. For each Schedule A Standard Grant or POP, the following rules will apply to budget movement:

- Budget movement from one category to another category is limited to 10% of the drawn upon (originating and MHB approved) budget category per Fiscal Year.
- Budget may not be moved to a category previously at zero.
- The cumulative total budget movement for each individual Schedule A Grant or POP award line is limited to a \$3,000.00 cumulative total per Fiscal Year.
- There will be no budget movement between award lines of the Schedule A Standard Grant or POP funded items (from position to position within a program, or across programs).

Any budget movement exceeding these limits must be requested in writing and received by MHB by August 31 (of the Fiscal Year being reconciled) and be reviewed and authorized by the MHB. Requests received after that date will not be considered. Such requests are anticipated to be rare, be due to extreme circumstances, and carry out the original intent of the award.

The Provider shall also report annually a detailed explanation of the method used to allocate management and general expenses to its Services. In order to be considered an eligible expense, management and general costs must have been requested in the funding application or the Mental Health Board approved budget in accordance with application directions and be reasonable and necessary. The Mental Health Board is under no obligation to pay for costs related to management and general not requested in the funding application for the award, or that are in excess of 20 percent. An allocation method based upon revenue will not be accepted. Upon the request of the Mental Health Board, the Provider shall provide the Mental Health Board with financial statements, including but not limited to (a) a statement of financial position; (b) a statement of revenue and expenditures, including changes in fund balance itemized by Service according to line items; and/or (c) an analysis of expenditures and revenues by funded Service compared to budget projections.

On request, the Provider shall provide and furnish the Mental Health Board with copies of any financial reports submitted to the State of Illinois and/or to the Board of Directors of the Provider and shall further provide and furnish the Mental Health Board with financial reports, demographic, and statistical information concerning the operation of its Services, as required by the Mental Health Board.

Financial reports submitted by the Provider shall not contain the name of any client or any other information which, according to the Illinois Mental Health Code or State or Federal law, is considered confidential to the client as Protected Health Information (PHI) or as Protected Personally Identifiable Information (PPII).

10. **FUNDS FROM OTHER SOURCES.** If Provider does enter into agreements for financial assistance with other sources, the agreement with other sources shall not impair the fulfillment of Provider's obligations of this Agreement. Provider shall give due preference on a priority basis to residents of McHenry County Illinois who apply for Services covered by this Agreement.

Notwithstanding any terms to the contrary, funds obtained through this Agreement shall not be used as a match for any other grant without the express written authorization of the Mental Health Board.

11. **FUNDING APPLICATIONS TO OTHER FUNDING SOURCES.** The Mental Health Board encourages providers to seek funding from other sources and when possible, will provide support to the application. To assist the Mental Health Board in its Network planning function, when the Provider submits a grant application to any local, state, or federal government funding source during the term of this Agreement for Services or facilities relative to Service for a person with a mental illness, developmental disability, or substance use disorder in McHenry County, upon Mental Health Board inquiry, the Provider shall submit in writing to whom the application was made, the type, the amount and the focus of the application. The Mental Health Board reserves the right to request a full copy of the application.

12. **FUNDING OTHER PROVIDERS.** This Agreement does not preclude the Mental Health Board from entering into funding agreements with other Providers to deliver similar or identical behavioral health Services in or outside of McHenry County, for McHenry County residents.

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13. **COUNTY BOARD APPROVAL.** Notwithstanding any provision to the contrary, all payments under this Agreement are subject to the appropriation of the Mental Health Board budget by the McHenry County Board and the appropriation and levy of sufficient taxes by the McHenry County Board to fund said budget, and the collection and distribution of sufficient tax revenues by the McHenry County Collector to fund said budget.

14. **SERVICE REPORTING REQUIREMENTS.** On request, the Provider shall supply copies of documents from the State of Illinois reflecting services that have been presented to the State of Illinois for payment, Fee for Service contracts or Grant funding agreements held with any State Department, with all applicable Exhibits or Attachments, when funded services fall under 59 Illinois Administrative Code, Part 115, Part 119, Part 120, Part 132, Part 140, Part 1100, and 77 Illinois Administrative Code Part 2060 and Part 2090 in order to coordinate benefits and Network service capacity. The Provider shall provide reports in either paper or electronic format acceptable to the Mental Health Board. MHB billing affidavits shall be accompanied by the submission of data as specified in the approved MHB Work Plan to substantiate the payment request, as well as all other financial and billing documentation reasonably requested by the Mental Health Board. Failure of Provider to submit the requested information to the Mental Health Board will be considered a breach of this Agreement. All information submitted by the Provider shall comply with the confidentiality requirements of state and federal law.

15. **MENTAL HEALTH BOARD POLICIES.** The Provider shall conform with and abide by all of the policies, guidelines, rules, regulations and instructions issued and adopted by the Mental Health Board, whether now existing or adopted during the term of this Agreement providing that they do not materially modify the substantive provisions of this Agreement. The Provider shall receive written notice of any regular monthly meeting or special meeting of the Mental Health Board at which the adoption of any policy, guideline, rule, regulation or instruction will be considered and the Provider may address the Mental Health Board concerning such matter. The Provider shall be notified in writing of all such policies, guidelines, rules, regulations or instructions now in effect or hereafter adopted. Mental Health Board policies are available upon request or through Public Viewer licenses established for online access to the Mental Health Board's policy library, Policy Tech.

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16. **SERVICE REVIEW AND PROCEDURE ON NON-COMPLIANCE.** The Mental Health Board has the right to review, audit, monitor and evaluate all of the Mental Health Board funded services and billing reports administered by the Provider. The Mental Health Board's Audit and Appeals Policy is incorporated as part of this agreement. If the Mental Health Board determines that the Provider is not in compliance with the terms of this Agreement, relevant Federal, State, or Local laws, rules, regulations, or with the policies, rules and regulations of the Mental Health Board, the procedures as set forth in the Mental Health Board's Audit and Appeals Policy and Procedure shall be followed. Provider must report to the Mental Health Board any of its internal or external clinical or financial audit findings that indicate noncompliance with the underlying Funding Agreement.

17. **LIABILITY/INDEMNIFICATION/INSURANCE.** The Board assumes no liability for actions of the Provider or the Provider's employees under this contract. The Provider shall indemnify, defend and hold harmless the Board, and its respective agents, employees, officers, directors, successors and assigns (collectively, the "Indemnitees") from, against in and in respect of any damages, claims, allegations, losses, charges, actions, suits, proceedings, judgments, interest, penalties amounts paid in settlement, costs, and expenses (including reasonable and verifiable attorneys' fees) (collectively, "Losses") which are imposed on, sustained, paid by, incurred or suffered by or asserted against any of the Indemnitees directly or indirectly related to, arising out of, or resulting from third party claims relating to (i) the acts, omissions or breach of the Provider, its agents or representatives in connection with the performance of its obligations under this Contract, (ii) any allegations by any federal, state or local government authority that the Provider has in any way misused, misspent, improperly accounted for, or improperly disbursed any funds, including but not limited to any allegations that the Provider has violated any Medicare or Medicaid regulation, statute or ruling, or from any other violation of State or Federal laws and regulations the Provider has certified as being in compliance.

During the term of this Contract the Provider shall maintain in force policies of insurance **including general liability, automobile and professional negligence** covering its employees and contractors assigned to provide services hereunder. Policy limits are subject to review and reasonable approval by the Board.

Upon execution of this Contract, and on specific request thereafter, the Provider shall supply to the Board a current certificate(s) of insurance, submitted on an ACORD25 form and signed by the insurance broker/agent, reflecting the required insurance policies.

The Certificate of Insurance must include the following specific language: ***"The general and automobile liability policies shall include the McHenry County Mental Health Board, Board members and Board employees as additional insureds on a primary, non-contributory basis unless otherwise agreed to in writing."***

The declaration certificates shall specifically require the Insurance Company to notify the Board in writing at least 30 days prior to non-renewal, reduction or cancellation of the policy. All insurance policies shall be written through a company or companies having an AM Best rating of "A" or above. No payment will be made to the provider until proper insurance certification has been received by the Board.

18. **REPAYMENT.** The Provider shall repay to the Mental Health Board all or any portion of the funds received under this Agreement, plus any penalty charges, if the Agreement, or any part thereof, is disallowed by any court or any federal or state administrative agency of competent jurisdiction for any reason. The Provider shall repay to the Mental Health Board all or any portion of the funds received under this Agreement if determined to be due the Mental Health Board pursuant to the Audit and Appeals Policy or end of year reconciliation.

Notwithstanding any other terms in this agreement to the contrary, if the Mental Health Board determines that grant funds were not fully utilized for the contracted program, the Mental Health Board shall request a repayment of the entire amount, or portion thereof, and the Provider shall repay said amount to the Mental Health Board upon Provider's receipt of said request.

Pursuant to Section 1.A. and Section 9, Provider is required to reconcile Grant and Purchase of Position funds at May 31st and November 30th with unspent funds and/or disallowed expenses returned to the Mental Health Board within 30 days of the Mental Health Board's November 30 fiscal year end. The MHB may withhold future contract reimbursements until unspent funds and/or disallowed expenses are received.

Provider will promptly notify the Mental Health Board of any amounts paid by other payers for Services for which the Mental Health Board has paid Provider pursuant to Section 1.B. The Provider shall repay to the Mental Health Board all payments for Fee for Services

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that have been paid by any federal, state, local or private payer either prior to or after a Mental Health Board payment. Provider's failure to notify and repay the Mental Health Board in a timely manner will be considered a material breach of this Agreement.

19. **TERMINATION.** Either Party may terminate this Agreement at any time and for any reason, or no reason at all, effective upon thirty (30) days advance written notice to the other Party. However, either Party may terminate this Agreement at any time, effective immediately upon written notice to the non-terminating Party, if the non-terminating Party breaches any of its material obligations under this Agreement.

20. **COORDINATION OF BENEFITS.** It is understood that the clients or the Provider as assignee in the Services in Schedule B may be entitled to payment or reimbursement from third party sources such as Medicare, Medicaid, Social Security, or private insurance benefits. The rates paid for the services in Schedule B are subject to modification, including a reduction to zero, if the provider has received outside funding for the Services. This rate modification will be in the sole discretion of the Mental Health Board's Executive Director. It is the provider's responsibility to ensure compliance with all applicable laws relating to funding, supplementation, primary and secondary payers, and coordination of benefits. Provider represents and warrants that it is not supplementing Medicaid rates with outside funding and will not use Mental Health Board funds to supplement Medicaid rates.

21. **MONITORING AND EVALUATION.** Notwithstanding the terms contained in paragraph 8, above, the Mental Health Board through its Executive Director, or designated staff and retained consultants, shall be afforded reasonable access to the premises where the Services are conducted by the Provider under this Agreement and to all records relating to the Services and their operation for the purposes of monitoring and evaluating the Services and payment by the Mental Health Board. Notwithstanding the terms contained in paragraph 8, above, the Mental Health Board also reserves the right to require supplementary material for the purposes of monitoring and evaluating the services and payment. The Provider shall comply with the confidentiality requirements of state and federal law.

22. **HUMAN RIGHTS AND RESEARCH.** The Provider shall respect and protect the human rights of all clients served under this Agreement, and the Provider shall comply with all laws of the State of Illinois and of the United States Government which relate to human

and civil rights. No research may be conducted by the Provider on or with any client receiving Services under this Agreement without prior written approval of the Mental Health Board.

23. **LEGAL COMPLIANCE.** The Provider assures and certifies with respect to this Agreement that it possesses legal authority to enter into this Agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of its governing body authorizing the execution of this Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

24. **ASSIGNMENT.** The Provider may not assign this Agreement or the individual Services funded by this Agreement without the prior written consent of the Mental Health Board. The Provider may not subcontract the Services funded by this Agreement without the prior written consent of the Mental Health Board. Notwithstanding any state statute to the contrary, the rights, privileges, immunities and franchises, of a public or private nature, and all property real, personal, and mixed, and all debts due on whatever account, and all other choices in action, and all and every other interest, of or belonging to or due Provider, relative to the subject matter of this Agreement, shall not be merged or consolidated or transferred to or vested in a different corporation or entity without the prior written approval of the Mental Health Board.

25. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. **CONTROLLING LAW.** This Agreement is to be governed by the laws of the State of Illinois and the parties agree that venue shall be in McHenry County, Illinois.

27. **REQUIRED CERTIFICATIONS.** By signing this Agreement, the Provider certifies to the Mental Health Board that the Provider is in compliance with all federal and state laws and regulations, and is not, together with its individual employees and contractors, ineligible for contracting with or receiving funds from any governmental entity. Each acceptance of payment from the Mental Health Board shall constitute a further certification of such

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compliance and eligibility. The Provider shall provide evidence of the certifications of compliance and eligibility upon request by and to the satisfaction of the Mental Health Board.

The laws and regulations with which the Provider must comply and not violate include, but are not limited to: Federal and Illinois criminal statutes, including bribery; bid rigging and fair bidding laws; international boycott laws and regulations under the U.S. Export Administration Act of 1979; the Discriminatory Club Act; the Drug-Free Workplace Act; the Clean Air Act; the Federal Water Pollution Control Act; the Pro-Children Act and other laws prohibiting or restricting the use of tobacco products; the Health Insurance Portability and Accountability Act; the Sarbanes-Oxley Act; the Forced Labor Act; the Illinois Use Tax Act; the federal and state Environmental Protection Acts; the Goods from Child Labor Act; the Adult Protective Services Act; State procurement lobbying orders and regulations; federal lobbying laws, regulations, and restrictions; and Subpart C of both Parts 180 and 376 of Title 2 of the U.S. Administrative Code.

The provider further certifies that it is not ineligible from contracting or receiving funds from the Mental Health Board or any federal, state, or local government or agency, for any reason, including but not limited to noncompliance with the above laws and regulations as well as on the basis of educational loan defaults, indebtedness to the State of Illinois or federal government, and the ineligibility of one or more of Provider's employees, contractors, subsidiaries or affiliates.

Provider also acknowledges that the funds received from the Mental Health Board may make the Provider subject to the Illinois Prevailing Wage Act. Further, all projects 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) unless the provisions of that Act exempt its application. In the construction of such a project, or any other project where the Provider is bound by the Act to pay prevailing wages, the Provider shall comply with the 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 project shall be paid to all laborers, workers, and mechanics performing work under the contract 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.

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Provider agrees that any products, including intellectual property, produced in whole or in part with funds under this Agreement are the property of the Mental Health Board and considered as works for hire, and shall not be sold, but shall be turned over to the Mental Health Board upon request.

28. **NOTICE.** All notices or other written communications required or permitted to be given under this Agreement shall be deemed to have been duly given if delivered personally in hand; or sent certified U.S. mail, return receipt requested, postage prepaid; by e-mail, or by fax; on the date received by and addressed to the appropriate party at the following address or as such other address as may be given in writing to the parties:

If to MHB: <u>Leonetta Rizzi</u> , Executive Director McHenry County Mental Health Board 620 Dakota St. Crystal Lake, IL 60012 (815) 455-2828 – Phone (815) 455-2925 - Fax <u>lrizzi@mc708.org</u>	If to Provider: _____, Executive Director _____, Agency _____, Address _____, City/State/Zip _____, Phone _____, Fax _____, Email
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Deleted: Terry Braune

Deleted: Deputy Director/Interim

Deleted: tbraune@mc708.org

29. **ENFORCEMENT COSTS.** The Mental Health Board shall be entitled to all costs incurring in litigating, enforcing or declaring its rights under this Agreement, including all reasonable attorney fees and expenses.

30. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. The Executive Director of the Mental Health Board shall be responsible for monitoring and enforcing this Agreement on behalf of the Mental Health Board.

31. **ORIGINAL DOCUMENT; AUTHENTICITY; WAIVER OF OBJECTION TO ADMISSION INTO EVIDENCE.** The parties acknowledge that a signed copy of this Agreement (and any referenced documents) transmitted via email through the use of a .pdf file, photocopy, facsimile, or other process of complete and accurate reproduction and transmission, shall be deemed an original including the signatures affixed thereto.

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Furthermore, Applicant hereby waives any objection to the admission of a copy of this Agreement (and any referenced documents) into evidence, at any legal proceeding arising out of any claim pertaining to this Agreement (and any referenced documents) based on authenticity or the best evidence rule within the Illinois Rules of Evidence.

Checked Box indicates Special Conditions (See Work Plan) ☐

**McHENRY COUNTY
MENTAL HEALTH BOARD**

PROVIDER

By: _____
Board President

Date: _____

By: _____
Board Secretary

Date: _____

By: _____
Board President or Authorized Designee

Date: _____

By: _____
Board Secretary or Authorized Designee

Date: _____

The Executive Director or Authorized Designee of the Provider hereby certifies that the terms of this Agreement have been completely read and understood by the Executive Director or Authorized Designee of the Provider and that each and every term of this Agreement is accepted by the Provider.

By: _____
Executive Director

Date: _____

By: _____
Executive Director or Authorized Designee

Date: _____

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Attachments: Schedule A
Schedule B
Work Plan Agreement (Exhibit A) and Special Conditions (*If applicable*)
Audit and Appeals Policy and Procedure
Financial Audit Requirements – Funded Providers
Financial Reconciliation Policy and Procedure

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