

BOH CONTRACT SUMMARY

- New Contract
- Renewal
- Amended Renewal

NAME OF ORGANIZATION	IDHS-FCSDU06055					
EFFECTIVE DATES OF CONTRACT	July 1, 2024-June 30, 2025					
BRIEF DESCRIPTION OF CONTRACT PURPOSE	High Risk Infant Follow-up (HRIF) Grant to provide comprehensive case management services for High-Risk Infants in McHenry County					
CONTRACT TERMS	<p>Provider will deliver comprehensive service coordination to high-risk infants and children ages 0-2 in McHenry County to:</p> <ul style="list-style-type: none"> Minimize disability in high-risk infants and children by early identification of possible conditions requiring further evaluation, diagnosis, and treatment Promote optimal growth and development of infants and children Teach family to care for high-risk infants and children 					
MCDH DEPT/STAFF INVOLVED	Nursing Division, HRIF team members					
FINANCIAL TERMS	2025			2024		
	\$25,970.00			\$28,620.00		
	Federal	State	Local	Federal	State	Local
	\$5,465.63	\$20,504.47	0	\$4,072.07	\$24,547.93	0
INDEMNIFICATION CLAUSE?	N/A					
SPECIAL ARRANGEMENTS, REQUIREMENTS, CONDITIONS	N/A					

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND**

MCHENRY COUNTY BOARD OF HEALTH, BY AND THROUGH THE MCHENRY COUNTY HEALTH DEPARTMENT

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

PART ONE – The Uniform Terms

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PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

By: _____
Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantor Approver

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____
Third Grantor Approver

MCHENRY COUNTY BOARD OF HEALTH, BY AND THROUGH THE MCHENRY COUNTY HEALTH

By: Melissa Ado
Signature of Authorized Representative

Date: July 18, 2024

Printed Name: Melissa Adamson

Printed Title: Public Health Administrator

E-mail: jlpowers@mchenrycountyil.gov

FEIN: 366006623

By: _____
Date: _____
Printed Name: _____
Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

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PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1 Term. This Agreement shall be effective on Jul 1, 2024 and expires on Jun 30, 2025 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) must not exceed or are estimated to be \$25,970.00, of which \$5,465.53 are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

2.3 Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and DAJDARNBA5Y8 is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 36-6006623 is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

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

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a

drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in

the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in **Exhibit A, PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in

good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO, or PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee’s authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

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

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

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

(c) **Internal Control.** Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the

making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO, PART THREE, or Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

**ARTICLE XII
AUDIT REQUIREMENTS**

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor’s Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee’s audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee’s CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee’s fiscal year and must be submitted within 6 months of the Grantee’s fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required

submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

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

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days’ prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently . However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The

requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

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

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee’s legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days’ prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee’s failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee’s ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

**ARTICLE XVI
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to

terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

**ARTICLE XVII
CONFLICT OF INTEREST**

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XX
INSURANCE**

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI

LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

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

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement

will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

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

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: FAMILY CASE MANAGEMENT / HIGH RISK INFANT FOLLOW-UP

PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-2535
Appropriation FY: 2025
Appropriation Code: 0001.44480.4900.002400NE
WBS Element: 444MCHSM24-FCHWFHW1-1144
Sponed. Prog: FCHW
Appropriation Amount: \$20,504.47
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): Yes
Use by DHS as Matching Funds: No
Assistance Listing Program Number: 93.994
Assistance Listing Program Title: Maternal and Child Health Services Block Grant
FAIN Number: SB04MC253399 - FAIN Award Agency: DHHS
FAIN Award Date: Oct 1, 2023

Acct.Line#: 2
CSFA Number: 444-80-2535
Appropriation FY: 2025
Appropriation Code: 0408.44480.4400.000000NE
WBS Element: 444SSBG024-FCHWFHW1-HC32
Sponed. Prog: FCHW
Appropriation Amount: \$3,716.56
These funds are Used/Reported by the Provider as Federal Funds: Yes
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: 93.667
Assistance Listing Program Title: Social Services Block Grant
FAIN Number: 2402ILSOSR - FAIN Award Agency: DHHS
FAIN Award Date: Oct 1, 2023

Acct.Line#: 3
CSFA Number: 444-80-2535
Appropriation FY: 2025
Appropriation Code: 0408.44480.4400.000000NE
WBS Element: 444SSBG025-FCHWFHW1-HC32
Sponed. Prog: FCHW
Appropriation Amount: \$1,748.97
These funds are Used/Reported by the Provider as Federal Funds: Yes

EXHIBIT A
PROJECT DESCRIPTION

Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: 93.667
Assistance Listing Program Title: Social Services Block Grant
FAIN Number: 2502ILSOSR - FAIN Award Agency: DHHS
FAIN Award Date: Oct 1, 2024

The IDHS Bureau of Maternal Child Health (BMCH) aims to facilitate case management services to low-risk pregnant individuals, postpartum individuals, and infants and high-risk infants and children to age 2, statewide, with the goal of reducing infant mortality and morbidity rates at both the state and local level.

Family Case Management (FCM) is a statewide program that provides comprehensive service coordination to improve the health, social, educational, and developmental needs of pregnant individuals, postpartum individuals, and infants (0 -12 months) from low-income families in the communities of Illinois (410 ILCS 212/15). Family Case Management (FCM) aims to "assess current needs within the State and provide goals and objectives for improving the health of mothers, children, and for reducing infant mortality" (77 Ill. Adm Code 630.20).

The High Risk Infant Follow Up Program (HRIF) is a statewide program for infants and children (ages 0 - 2 years old) who are referred via the Illinois Department of Public Health (IDPH) Adverse Pregnancy Outcomes Reporting System (APORS) or based on assessments done in the FCM program which determines: that the infant has been diagnosed with a serious medical condition after newborn discharge, when maternal alcohol or drug addiction has been diagnosed, or when child abuse or neglect has been indicated based on investigation by the Illinois Department of Children and Family Services (See 410 ILCS 525/3 and 77 Ill. Adm. Code 840.210). The primary goals of HRIF are to: Minimize disability in high-risk infants by early identification of possible conditions requiring further evaluation, diagnosis, and treatment; Promote optimal growth and development of infants; Teach family care of the high-risk infant; and Decrease the stress and potential for abuse in the family setting of the high-risk infant.

The Department may impose sanctions up to and including a decrease or loss of program funding for the following reasons:

Failure to regularly meet performance standards identified in the Performance Standards Exhibit of this contract
Failure to respond to deficiencies identified during quality reviews and outlined on corrective action plans
Lack of sufficient progress toward fulfilling corrective action plans.

EXHIBIT A
PROJECT DESCRIPTION

----- END OF PROGRAM: FAMILY CASE MANAGEMENT / HIGH RISK INFANT FOLLOW-UP -----

EXHIBIT B
DELIVERABLES

The Provider will provide the services in accordance with these exhibits and act in accordance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this Agreement, including use of the Management Information Systems.

- 1) Maternal and Child Health Policy & Procedure Manual
- 2) Key State and Federal Statutes and Administrative Rules
 - a) Federal Rules
 - i) 42 CFR 430 et seq.: Medicaid provisions of Title XIX of the Social Security Act
 - ii) 42 CFR 431.300 - 431.307: Medicaid provisions of Title XIX of the Social Security Act, specifically provisions regarding "Safeguarding Information on Applicants and Beneficiaries"
 - iii) 45 CFR Part 96.70 - 96.75: Social Services Block Grant
 - b) Federal Statutes
 - i) 42 U.S. Code 5101 et seq.: Child Abuse Prevention and Treatment Act
 - c) State Rules
 - i) Title 77 Illinois Administrative Code Part 630: Maternal and Child Health Services Code
 - d) State Statutes
 - i) 325 ILCS 5: Abused and Neglected Child Reporting Act
 - ii) 405 ILCS 95: Perinatal Mental Health Disorders Prevention and Treatment Act
 - iii) 410 ILCS 212: Illinois Family Case Management Act

Direct Services

In order to address maternal and infant morbidity and mortality, agencies are encouraged to consider how to best meet the health and well-being needs of both the gestational parent and the infant at each contact, regardless of program. Services to be provided include, but are not limited to:

Family Case Management (FCM)

Provide culturally responsive case management services that impact racial disparities in outcomes to 85% of assigned caseload of pregnant, postpartum individuals, and infants. Conduct case finding from a weekly list of newly enrolled Medicaid clients by contacting and encouraging clients not currently active in case management to participate and enroll in the FCM program.

Hire qualified staff that is reflective of the community/population being served.

Assign a case manager to participants continuously within 30 days of enrollment and must be reassigned if staffing changes occur.

Complete comprehensive needs assessments and develop individualized care plans within

EXHIBIT B
DELIVERABLES

forty-five (45) calendar days of successful client contact with individualized care plan updated quarterly.

Assure that all enrolled pregnant and postpartum individuals are educated on and screened for perinatal mood disorders and referred to services as appropriate.

Conduct face-to-face contacts and home visits with all clients as prescribed in the current Program Policy Manual. For agencies with staff trained in postpartum bereavement assure all postpartum individuals who experienced loss are connected to services with trained professionals/support groups.

Assure enrolled infants receive an objective age-based developmental screening within the first 12 months of life utilizing current Illinois Department of Healthcare and Family Services Medicaid-approved screening tool.

Collaborate and link clients to other culturally responsive service providers in the community including primary care physicians and Medicaid managed care entities for service development to maximize care coordination.

Ensure staff has access to a Registered Nurse for consultation on medical issues that arise in the Family Case Management Program through employment or contract relationship. Support the health and well-being of individuals and infants through a Department approved plan for community control of the COVID 19 pandemic by prevention education, contact tracing, and vaccine distribution activities.

High Risk Infant Follow-up (HRIF)

Complete needs assessment and develop individualized care plans within forty-five (45) calendar days of successful client contact.

Update individualized care plans at least quarterly.

Deliver all services to high-risk infants in accordance with the provisions of the Department's current Program Policy Manual.

Collaborate with other culturally responsive service providers service providers in the community including primary care physicians and Medicaid managed care entities for service development to maximize care coordination.

Assure enrolled infants receive developmental screening at 6-9 months, 10-15 months, 16-21 months and 22-24 months of life utilizing a standardized screening tool.

Provide HRIF infants with face-to-face contact and home visits according to the Program Policy Manual.

Ensure infants and children up to age 2 in DCFS custody, are offered HRIF program services.

Ensure staffing requirements are met including having employment of a Registered Nurse.

Client Transportation

1) Agencies are expected to assist clients in arranging for client transportation as necessary for prenatal care visits and appointments, visits for specialty medical care and/or other appointments specific to the client's individual health needs and outlined in the plan of care.

EXHIBIT B
DELIVERABLES

- 2) Agencies must work closely with MMCOs to utilize transportation services provided.
- 3) Transportation costs that are incurred due to inability or lack of availability of MMCO transportation services or for pregnant individuals not enrolled in Medicaid or a MMCO, may be documented for reimbursement on a monthly basis.
- 4) Agencies are expected to be able to provide proof of attempts to use other means of transportation for clients whenever possible.
- 5) The number of Gas Cards / Public Transportation Tokens purchased for clients should not exceed monthly assigned caseload without prior written approval from the Department.
- 6) Transportation costs may be documented on monthly Expenditure Documentation Forms (EDFs) for reimbursement if they have been documented in the budget under line item 15 known as the Grant Exclusives Line Item.
- 7) Costs for Client Transportation may not exceed 5% of the overall grant amount.

Outreach

"Outreach" means any activity to find and inform potential program participants of available services. The primary objective of outreach activities is to inform potential program participants of available services, eligibility criteria and method of accessing services (for example, the name, address and phone number of the Agency). Outreach should be focused on hard-to-reach communities with the intent to connect with communities of color most in need of these services and improve their outcomes. Acceptable Outreach methods are outlined in the Program Policy Manual. Outreach costs may be documented on monthly Expenditure Documentation Forms (EDFs) for reimbursement if they have been documented in the budget under line item 15 known as the Grant Exclusives Line Item. Costs for Outreach may not exceed 10% of the overall grant amount.

Systems Support

It shall be the responsibility of each project director to coordinate the services using a racial equity lens with consideration of the racial and ethnic disparities to ensure the program and other sources of care in the community have a positive impact by:

participating in a system building community network to enhance services for pregnant individuals, postpartum individuals, and infants that includes a wide range of stakeholders representing health, mental health, early learning, social services, family support, faith-based organizations, and families. Examples include All Our Kids Early Childhood Network or Local Interagency Council or Home Visiting-MIECHV Coalition, and Local Area Networks.

proactively engaging in community-focused outreach to identify, recruit and enroll potentially eligible pregnant individuals or families with infants within their assigned geographic area.

identifying more global strategies emphasizing a community-wide approach for all pregnant

EXHIBIT B
DELIVERABLES

and postpartum individuals in the targeted services area with an emphasis on the importance of a healthy lifestyle and habits during and after pregnancy; the importance of early prenatal care; and reproductive well-being education; and participating in Department-sponsored staff development and training activities, and consulting with other Department Providers.

Primary Care

In specific circumstances determined and approved by the Department, FCM and/or HRIF funds may be used to pay for Primary Care if there is no other source of payment. It is expected that all Medicaid-eligible families are offered and provided assistance in applying for coverage. It is expected that all non-Medicaid eligible families receive information and assistance regarding enrollment in the Illinois Health Insurance Exchange as directed by the Department. Client refusal to apply should be documented on the "Determining Financial Eligibility for FCM Primary Care" form in cases where cultural or religious beliefs may prohibit them from applying.

If approved by the Department, FCM and/or HRIF funding may be used to pay for the following services: prenatal healthcare office visits, periodic developmental screenings for infants or children under 2 years of age with >30% developmental delays per Early Intervention (EI) global assessment; immunization administration on FCM and/or HRIF clients; sickle cell testing; parasite testing; vision screening and, or glasses; hearing screening; periodic lead screening; pregnancy testing; head-to-toe physical assessment (EPSDT visit) on FCM and/or HRIF clients; routine and medically indicated dental services for FCM infants or pregnant individuals and HRIF infants and children up to age two.

Data Collection and Reporting

The Cornerstone management information system is required for delivering FCM/HRIF services. Agencies providing these services must use Cornerstone to document services and provided as outlined in the contract.

The Agency must purchase and maintain a business class contract with an Internet Service Provider (ISP).

Interruption of communication and/or connectivity must be reported within 24 hours to the agency's ISP and the Cornerstone Service Desk.

Cornerstone User access must be approved and terminated by an appropriate section manager responsible for Cornerstone security management with the Cornerstone MIS/Section Security training is required before Cornerstone users are allowed access to the system and annually thereafter.

Reasonable action, due care, and due diligence must be taken to prevent inappropriate use, disclosure, destruction or theft of Cornerstone-designated IT resources. Reasonable

EXHIBIT B
DELIVERABLES

actions include but are not limited to prevention, detection and corrective measures such as encryption, anti-viral software and application of security patches.

Disclosure of Cornerstone information is restricted only to authorized parties and, in a manner, consistent with the form of data classification.

Cornerstone-designated IT resources must be for approved use only. Approved use is limited to authorized users, sanctioned Cornerstone business and job responsibility.

Cornerstone-designated IT resources must use software and hardware authorized by the DHS-funded agency to which this agreement applies.

Users are not authorized to run software that has not been approved by the DHS-funded agency to which this agreement applies.

The Agency must purchase and maintain a business class contract with an Internet Service Provider (ISP).

Interruption of communication and/or connectivity must be reported within 24 hours to the agency's ISP and the Cornerstone Service Desk.

Cornerstone User access must be approved and terminated by an appropriate section manager responsible for Cornerstone security management with the Cornerstone MIS/Section Security training is required before Cornerstone users are allowed access to the system and annually thereafter.

Reasonable action, due care, and due diligence must be taken to prevent inappropriate use, disclosure, destruction or theft of Cornerstone-designated IT resources. Reasonable actions include but are not limited to prevention, detection and corrective measures such as encryption, anti-viral software and application of security patches.

Disclosure of Cornerstone information is restricted only to authorized parties and, in a manner, consistent with the form of data classification.

Cornerstone-designated IT resources must be for approved use only. Approved use is limited to authorized users, sanctioned Cornerstone business and job responsibility.

Cornerstone-designated IT resources must use software and hardware authorized by the DHS-funded agency to which this agreement applies.

Users are not authorized to run software that has not been approved by the DHS-funded agency to which this agreement applies.

Users are expected to adhere to the guidelines and expectations set forth in the Cornerstone User Manual.

Quality Assurance

The provider must complete the following tasks in an effort to maintain a high quality of service:

Document delivery of services in the Cornerstone system in accordance with guidelines set forth in the Maternal & Child Health Policy & Procedure Manual.

Maintain a quality assurance process with internal policies and practices related to quality improvement

EXHIBIT B
DELIVERABLES

Maintain standing orders and/or agency policy of action steps in the event of abnormal assessment or screening findings, including protocol the agency expects staff to follow based on their role.

Agency policies and quality assurance activities will be reviewed by the Department as part of its monitoring of FCM & HRIF activities.

Address all findings in the Corrective Action Plan from the Department Performance Evaluation.

Agree to comply with requirements in accordance with Federal and State laws and regulations as listed in the DHS Bureau of Maternal and Child Health Program Manual.

Ensure Cornerstone is fully operational and maintained per state standards and according to the Acceptable Use or Business Services Agreement.

Notify the Department within ten (10) business days of position vacancies and provide a plan and timeline to fill the position.

Assure that all staff working in the FCM & HRIF program meet the staffing requirements outlined in the Program Policy Manual.

The Department, or its designee, will monitor the delivery of FCM &/or HRIF activities through:

Quarterly phone calls in accordance with the Program Policy Manual.

Program reviews which will include all aspects outlined in the Program Policy Manual in the manner specified in the manual.

Reporting Requirements

A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, Grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 and reports must be submitted no later than 30 days after the quarter ends.

B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, Grantee shall submit Performance Reports to Grantor

EXHIBIT B
DELIVERABLES

pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the quarter ends.

D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

----- END OF PROGRAM: FAMILY CASE MANAGEMENT / HIGH RISK INFANT FOLLOW-UP -----

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Natalie Bullock
 Title: Bureau Chief
 Address: 401 S Clinton St
 Fl 4
 Chicago, IL 60607-3800

GRANTEE CONTACT

Name: Melissa Adamson
 Title: Public Health Administrator
 Address: 2200 N Seminary Ave
 Woodstock, IL 60098-2637

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Natalie Bullock
 Title: Bureau Chief
 Address: 401 S Clinton St
 Fl 4
 Chicago, IL 60607-3800
 Phone: 312-415-7369
 TTY #: _____
 E-mail Address: natalie.bullock@illinois.gov

GRANTEE CONTACT

Name: Melissa Adamson
 Title: Public Health Administrator
 Address: 2200 N Seminary Ave
 Woodstock, IL 60098-2637
 Phone: 815-334-4510
 TTY #: _____
 E-mail Address: jlpowers@mchenrycountyil.gov

EXHIBIT D
PERFORMANCE MEASURES

A. Family Case Management (FCM)

1.85% is the standard number of Pregnant Individuals who receive culturally responsive prenatal case management services that impact racial disparities in outcomes prenatal case management care to include at minimum:

a. Adequate prenatal care visits throughout pregnancy as measured by timely entry of client data into Cornerstone Data Entry Screens: PA07 (initial Prenatal); PA10 (Postpartum); PA15 (Program Information); SV01:802 (Service Entry);

b. Reproductive well-being education as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01, code 941 (Reproductive Life Plan) with a hard copy in the client's record.

c. At least one (1) Prenatal Depression Screening completed at or after 20 weeks gestation as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-825 (Depression Screening) with a hard copy in the client's record or documentation of PCP acknowledgement of completion;

d. At least one home visit during pregnancy as measured by AS01 706 Home Assessment and SV02 (Activity Entry).

e. A minimum of one (1) prenatal face to face contact per trimester with Prenatal Health Education provided while active in FCM as measured by timely entry of client data into Cornerstone Data Entry Screens: PA07 (Initial Prenatal) and SV02 (Activity Entry).

Evidence of Prenatal Health Education documented under the activity entry or case note.
2.85% is the standard number of Postpartum Individuals who receive culturally responsive postpartum case management care within 9 months of delivery to include at a minimum:

a. At least one (1) Postpartum Depression Screening completed within 42 days of delivery as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-825 (Depression Screening) with a hard copy in the client's record or documentation of PCP acknowledgement of completion;

b. Reproductive well-being education completed within 42 days of delivery as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01, code 942 (Reproductive Life Plan) with a hard copy in the client's record.

c. Postpartum Medical Follow-up Visit completed within 42 days of delivery as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01, code 820 with a hard copy of the Post-Birth Warning Signs given to client and blood pressure measurement recorded by agency or documentation of PCP acknowledgment of completion;

d. At least one (1) Postpartum Health Education completed between the 6-9 months postpartum as measured by a timely entry of client data into Cornerstone Data Entry Screens: SV01, code PPEd with documentation of identified risk and/or complications specific to the mother under service entry or case note.

3.85% is the standard number of Infants who receive culturally responsive comprehensive case management care within first 12 months of life to include at a minimum:

EXHIBIT D
PERFORMANCE MEASURES

a. Face-to-Face Visits with age-based assessments completed at newborn-1 month, 2-5 months, 6-9 months and 10-12 months from birth as measured by timely entry of client data into Cornerstone Data Entry Screens: SV02 (Activity Entry) screen and completed AS01: 708A-F assessments.

b. A minimum of one Assessment completed as measured in the AS01: 712 (Infant Risk) and 701 (Other Service Barriers) within 45 days of activation.

c. One home visit from birth to 4 months as measured by AS01 706 (Home Assessment), SV01 SSED (Safe Sleep Education) and SV02 (Activity Entry).

d. Completion of Immunization Education based on current CDC Guidelines as documented in Cornerstone Data Entry Screen SV01 IMED at each Face-to-Face contact.

e. Developmental Screenings per schedule as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-824. Evidence of developmental screening can be through Agency administration of screening or a documentation completed by another service provider, including date of screening completion.

f. Coordinate with medical home to assure that a minimum of one (1) required age-based well child visit completed at newborn-1 month, 2-5 months, 6-9 months and 10-12 months from birth as measured by timely entry of client data into Cornerstone Data Entry Screens: PA03 (Participant Enrollment) and SV01 806 (Well Child/EPSTDT Visit). A minimum of three (3) well child visits is required within the first year of life.

B. High Risk Infant Follow-Up (HRIF)

1. 90% is the Standard Goal for the Number of children who receive all services required of the High-Risk Infant Follow-Up program as identified in the Program Policy Manual with a focus on racial equity and the reduction of racial/ethnic disparities.

2. 90% is the Standard Goal for the Number of Initial Face-to-Face contacts with infants (0-12 months) within fourteen (14) business days of APORS referral as measured through chart review of the printed IDR and the Cornerstone Data Screen SV02 (Activity Entry).

3. 90% is the Standard Goal for the Number of subsequent Face-to-Face Visits with age-based assessments and well child visits, completed at: newborn-1 month, 2-5 months, 6-9 months, 10-15 months, 16-21 months, and 22-24 months as measured by timely entry of client data into Cornerstone Data Entry Screen SV02 (Activity Entry), AS01:708 (Pediatric Primary Care) Q27-52 (Physical Assessment), AS01:708 A-I (anticipatory guidance), and SV01:806 (Service Entry).

4. 90% is the Standard Goal for the Developmental Screenings per schedule as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-824. Screenings completed at 6-9 months, 10-15 months, 16-21 months and 22-24 months. Evidence of developmental screening can be collected through Agency administration of screening or documented confirmation from another service provider, including date screening was completed.

5. 75% is the Standard Goal for the Number of infants with a completed Home Visit and Safe Sleep health education at birth to 4 months as measured by AS01:706 Home Assessment, SV01

EXHIBIT D
PERFORMANCE MEASURES

SSED (Safe Sleep Education) and SV02 (Activity Entry). The content of home visits will be measured through electronic chart review during the scheduled review visit.

6.90% is the Standard Goal for the Number of infants with completion of Immunization Education based on current CDC Guidelines as documented in Cornerstone Data Entry Screen SV01: IMED at each Face-to-Face contact.

7.100% is the Standard Goal for the Number of all infants and children with referrals completed based on assessments and care plan as documented on the Cornerstone system screens RF01 (Service Provider Selection), AS01 700 (General Assessment) Q43-51, AS01 701 (Other Service Barriers), AS01 708 (Pediatric Primary Care) Q81-92 (WIC), CM02 (Planned Goals), and CM03 (Planned Services). The care plan is updated quarterly. The referral field is to be used to type in the reason for referral or to give the client written instructions, and to demonstrate that follow up has occurred. Clients are to be given a copy of the referral. The Agency will document the clients' completion or failure to complete the referral in the comment section of the RF01 (Service Provider Selection) screen.

----- END OF PROGRAM: FAMILY CASE MANAGEMENT / HIGH RISK INFANT FOLLOW-UP -----

EXHIBIT D
PERFORMANCE STANDARDS

A. Family Case Management (FCM)

1.85% is the standard number of Pregnant Individuals who receive culturally responsive prenatal case management services that impact racial disparities in outcomes prenatal case management care to include at minimum:

- a. Adequate prenatal care visits throughout pregnancy as measured by timely entry of client data into Cornerstone Data Entry Screens: PA07 (initial Prenatal); PA10 (Postpartum); PA15 (Program Information); SV01:802 (Service Entry);
- b. Reproductive well-being education as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01, code 941 (Reproductive Life Plan) with a hard copy in the client's record.
- c. At least one (1) Prenatal Depression Screening completed at or after 20 weeks gestation as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-825 (Depression Screening)) with a hard copy in the client's record or documentation of PCP acknowledgement of completion;
- d. At least one home visit during pregnancy as measured by AS01 706 Home Assessment and SV02 (Activity Entry).
- e. A minimum of one (1) prenatal face to face contact per trimester with Prenatal Health Education provided while active in FCM as measured by timely entry of client data into Cornerstone Data Entry Screens: PA07 (Initial Prenatal) and SV02 (Activity Entry). Evidence of Prenatal Health Education documented under the activity entry or case note.

2.85% is the standard number of Postpartum Individuals who receive culturally responsive postpartum case management care within 9 months of delivery to include at a minimum:

- a. At least one (1) Postpartum Depression Screening completed within 42 days of delivery as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-825 (Depression Screening)) with a hard copy in the client's record or documentation of PCP acknowledgement of completion;
- b. Reproductive well-being education completed within 42 days of delivery as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01, code 942 (Reproductive Life Plan) with a hard copy in the client's record.
- c. Postpartum Medical Follow-up Visit completed within 42 days of delivery as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01, code 820 with a hard copy of the Post-Birth Warning Signs given to client and blood pressure measurement recorded by agency or documentation of PCP acknowledgment of completion;
- d. At least one (1) Postpartum Health Education completed between the 6-9 months postpartum as measured by a timely entry of client data into Cornerstone Data Entry Screens: SV01, code PPED with documentation of identified risk and/or complications specific to the mother under service entry or case note.

3.85% is the standard number of Infants who receive culturally responsive comprehensive case management care within first 12 months of life to include at a minimum:

EXHIBIT D
PERFORMANCE STANDARDS

a.Face-to-Face Visits with age-based assessments completed at newborn-1 month, 2-5 months, 6-9 months and 10-12 months from birth as measured by timely entry of client data into Cornerstone Data Entry Screens: SV02 (Activity Entry) screen and completed AS01: 708A-F assessments.

b.A minimum of one Assessment completed as measured in the AS01: 712 (Infant Risk) and 701 (Other Service Barriers) within 45 days of activation.

c.One home visit from birth to 4 months as measured by AS01 706 (Home Assessment), SV01 SSED (Safe Sleep Education) and SV02 (Activity Entry).

d.Completion of Immunization Education based on current CDC Guidelines as documented in Cornerstone Data Entry Screen SV01 IMED at each Face-to-Face contact.

e.Developmental Screenings per schedule as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-824. Evidence of developmental screening can be through Agency administration of screening or a documentation completed by another service provider, including date of screening completion.

f.Coordinate with medical home to assure that a minimum of one (1) required age-based well child visit completed at newborn-1 month, 2-5 months, 6-9 months and 10-12 months from birth as measured by timely entry of client data into Cornerstone Data Entry Screens: PA03 (Participant Enrollment) and SV01 806 (Well Child/EPSTDT Visit). A minimum of three (3) well child visits is required within the first year of life.

B. High Risk Infant Follow-Up (HRIF)

1.90% is the Standard Goal for the Number of children who receive all services required of the High-Risk Infant Follow-Up program as identified in the Program Policy Manual with a focus on racial equity and the reduction of racial/ethnic disparities.

2.90% is the Standard Goal for the Number of Initial Face-to-Face contacts with infants (0-12 months) within fourteen (14) business days of APORS referral as measured through chart review of the printed IDR and the Cornerstone Data Screen SV02 (Activity Entry).

3.90% is the Standard Goal for the Number of subsequent Face-to-Face Visits with age-based assessments and well child visits, completed at: newborn-1 month, 2-5 months, 6-9 months, 10-15 months, 16-21 months, and 22-24 months as measured by timely entry of client data into Cornerstone Data Entry Screen SV02 (Activity Entry), AS01:708 (Pediatric Primary Care) Q27-52 (Physical Assessment), AS01:708 A-I (anticipatory guidance), and SV01:806 (Service Entry).

4. 90% is the Standard Goal for the Developmental Screenings per schedule as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-824. Screenings completed at 6-9 months, 10-15 months, 16-21 months and 22-24 months. Evidence of developmental screening can be collected through Agency administration of screening or documented confirmation from another service provider, including date screening was completed.

5.75% is the Standard Goal for the Number of infants with a completed Home Visit and Safe Sleep health education at birth to 4 months as measured by AS01:706 Home Assessment, SV01

EXHIBIT D
PERFORMANCE STANDARDS

SSED (Safe Sleep Education) and SV02 (Activity Entry). The content of home visits will be measured through electronic chart review during the scheduled review visit.

6.90% is the Standard Goal for the Number of infants with completion of Immunization Education based on current CDC Guidelines as documented in Cornerstone Data Entry Screen SV01: IMED at each Face-to-Face contact.

7.100% is the Standard Goal for the Number of all infants and children with referrals completed based on assessments and care plan as documented on the Cornerstone system screens RF01 (Service Provider Selection), AS01 700 (General Assessment) Q43-51, AS01 701 (Other Service Barriers), AS01 708 (Pediatric Primary Care) Q81-92 (WIC), CM02 (Planned Goals), and CM03 (Planned Services). The care plan is updated quarterly. The referral field is to be used to type in the reason for referral or to give the client written instructions, and to demonstrate that follow up has occurred. Clients are to be given a copy of the referral. The Agency will document the clients' completion or failure to complete the referral in the comment section of the RF01 (Service Provider Selection) screen.

----- END OF PROGRAM: FAMILY CASE MANAGEMENT / HIGH RISK INFANT FOLLOW-UP -----

EXHIBIT E
SPECIFIC CONDITIONS

- A. Periodic Performance Reports: Performance is evaluated by regular Department review of monthly / quarterly reports generated by Cornerstone and on-site reviews.
- B. Grantee agrees to perform High-Risk Infant Follow-up Program services only as defined in this agreement and the Bureau of Maternal and Child Health Programs Policy and Procedure Manual.
- C. Internal Controls Questionnaire (ICQ)

ICQ Section:05-Audit

Conditions:Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Risk Explanation:Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

How to Fix:Implementation of grantee's corrective action plan.

Timeframe:When corrective action is complete.

----- END OF PROGRAM: FAMILY CASE MANAGEMENT / HIGH RISK INFANT FOLLOW-UP -----

EXHIBIT F
PAYMENT

Payments to the Provider are scheduled on a monthly basis. All payments are made based on submitted program expenditure documentation and available funds. Failure of the Provider to submit documentation may result in a reduction to the total award. In the case of special circumstances, please contact the Department for consideration. The final payment from the Department under this Agreement shall be made upon the Department's determination that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after the completion of a review of the Provider's records as provided in the Agreement.

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template (Cash Budget).

I. Advance Payment Method (Advance and Reconcile)

A. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D. Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

E. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

F. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

A. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described

EXHIBIT F
PAYMENT

below.

B. Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

A. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.

B. Grantees must submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D. Working Capital Advance Payments are limited to a single occurrence per grant term.

E. Following the initial working capital advance payment, grantees will be paid via reimbursement method unless an IDHS Advance Payment Request Cash Budget Template is submitted for Advanced Payment Method.

Billing Requirements

The Provider shall provide summary documentation by line item of actual expenditures incurred for the purchase of goods and services necessary for conducting program activities.

1) The Provider shall use generally accepted accounting practices to record expenditures and revenues as outlined in DHS Rule 509, Fiscal Administrative Record keeping and Requirements.

2) Expenditures shall be recorded in the Provider's records in such a manner as to establish an audit trail for future verification of appropriate use of Agreement funds.

3) An Expenditure Documentation Form (EDF) must be submitted monthly for each month of

EXHIBIT F
PAYMENT

service in the format defined by the Division of Family and Community Services. The EDF is provided by DHS to the provider for reporting all agreement expenditures.

A. Supporting documentation for Grant Exclusives Line Item (GELI) is required to be submitted with the monthly Expenditure Documentation Form (EDF)

4)EDFs must be received by the Department no later than the 15th day of the month following the month of service. (i.e., EDF for July expenditures must be submitted to DHS by August 15.) If the 15th day of the month is on a non-business day, the EDF must be received by the following business day.

5)Final billings must be received by the 15th day after of the month following the end of the Agreement period. If the 15th day of the month is on a non-business day, Final billings must be received by the following business day.

6)Advance payments during the State Fiscal Year (SFY) may be considered on an as needed basis considering agency risk, performance and financial management practices.

7)As required by the Illinois Grant Accountability and Transparency Act (GATA), a Periodic Financial Report (PFR) must be filled and submitted on a quarterly basis for all provider programs.

8)PFRs must be received by the 15th day after of the month following the end of each State fiscal quarter. If the 15th day of the month is on a non-business day, quarterly PFRs must be received by the following business day.

9)Any anticipated change in the EDF/PFR submission schedule, or new submission date requests must be submitted in writing to the Department prior to each submission due date.

10)All financial record keeping on the part of the Provider shall be in accordance with generally accepted accounting principles consistently applied.

11)The grant does not cover any costs for expenditures beyond the approved budget and are considered "in-kind" contributions. Line-item expense amounts that exceed 100 percent of any budget line item shall be documented as "in-kind" on all expenditure documentation and periodic financial reports. Approved informal line-item revisions within the variance threshold of the greater of 10 percent or \$1000 may be reported as necessary beyond 100 percent as the only exception.

EDF Form Features

The General Program EDF is a Microsoft Excel Spreadsheet Workbook file that contains user data entry sections and protected cell calculations. The EDF excel file contains worksheet tabs for each EDF report month, and Periodic Financial Reports (PFR) worksheet tabs for each quarter. Expenditures are automatically calculated for the month as well as the Cumulative Amount Year to Date. (CYTD). Expenditures entered in the monthly EDF worksheet tabs will be automatically calculated and entered on the appropriate cells of the quarter PFR worksheet tabs. Print Areas are pre-set do not alter the print areas. To report any issues, or to obtain the Excel workbook file, please contact DHS.BMCHEDF@ILLINOIS.GOV.

Primary Care Compensation

EXHIBIT F
PAYMENT

Documentation for primary care services provided by the Agency will be based upon information submitted on the Department's Primary Care Quarterly Claim Form and per Bureau of Maternal Child Health policy and procedure for primary care. Documentation will be calculated by the Department based upon services provided at established Illinois Department of Healthcare and Family Services rates. The Agency shall submit the Primary Care Quarterly Claim Form and documentation to the assigned MCH Nurse Consultant for review and approval prior to submitting it to DHS.BMCHEDF@illinois.gov for reimbursement.

----- END OF PROGRAM: FAMILY CASE MANAGEMENT / HIGH RISK INFANT FOLLOW-UP -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

23.1 Certifications. Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor’s behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**ARTICLE XXIV
ADDITIONAL TERMS**

24.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 Multiple Locations. In the event that Grantee has more than one location, Grantee shall include in EXHIBIT C either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee’s primary location.

24.3 Changes in Key Grant Personnel. When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee’s authorized representative

and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to

conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor’s termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee’s contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This ARTICLE XXV does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

**ARTICLE XXVI
WORK PRODUCT**

26.1 Assignment of Work Product. “Work Product” means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee’s intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor’s prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor’s concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor’s objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: “Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article.” Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is ____ . It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDU06055**

State Agency Illinois Department of Human Services

FY. 2025

Grantee MCHENRY COUNTY BOARD OF HEALTH, BY AND THROUGH THE HEALTH DEPARTMENT **Notice of Funding Opportunity (NOFO) Number** N/A

Data Universal Number System (DUNS) Number 082044694

FEIN 366006623

Catalog of State Financial Assistance (CSFA) Number 444-80-2535

CSFA Short Description. FAMILY CASE MANAGEMENT / HIGH

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$25,970.00
Budget Expenditure Categories	
1. Personnel (200.430)	\$18,685.87
2. Fringe Benefits (200.431)	\$4,296.24
3. Travel (200.475)	\$335.00
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	\$497.89
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	\$750.00
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	\$505.00
12. Training and Education (200.473)	\$900.00
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$25,970.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$25,970.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2024.07.17.06.03.42 23



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSDU06055**

State Agency Illinois Department of Human Services

FY. 2025

Grantee MCHENRY COUNTY BOARD OF HEALTH, BY AND THROUGH THE LOCAL FUNDING OPPORTUNITY (NOFED) NUMBER N/A

Data Universal Number System (DUNS) Number 082044694

FEIN 366006623

Catalog of State Financial Assistance (CSFA) Number 444-80-2535

CSFA Short Description. FAMILY CASE MANAGEMENT / HIGH

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	N/A

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2024.07.17.06.03.42 23



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSDU06055

State Agency Illinois Department of Human Services

FY. 2025

Grantee MCHENRY COUNTY BOARD OF HEALTH, BY AND THROUGH THE HEALTH DEPARTMENT **Notice of Funding Opportunity (NOFO) Number** N/A

Data Universal Number System (DUNS) Number 082044694

FEIN 366006623

Catalog of State Financial Assistance (CSFA) Number 444-80-2535

CSFA Short Description. FAMILY CASE MANAGEMENT / HIGH

Catalog of Federal Domestic Assistance (CFDA) Number 93.667

CFDA Short Description. 93.667

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	\$18,685.87	N/A	\$18,685.87
2. Fringe Benefits	\$4,296.24	N/A	\$4,296.24
3. Travel	\$335.00	N/A	\$335.00
4. Equipment	N/A	N/A	N/A
5. Supplies	\$497.89	N/A	\$497.89
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	\$750.00	N/A	\$750.00
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	\$505.00	N/A	\$505.00
12. Training and Education	\$900.00	N/A	\$900.00
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$25,970.00	N/A	\$25,970.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$25,970.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$25,970.00

Note: Total may be adjusted for rounding.

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