

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and McHenry County Health Department, 2200 N. Seminary Avenue, Woodstock, IL 60098, hereinafter referred to as the "Grantee", hereby agree as follows:

1. Authority:

- 1.1 The Department is authorized to make this grant pursuant to the terms of the Cooperative Agreement to Support Establishment of the Affordable Care Act's Health Insurance Exchanges (CFDA 93.525). Grants are targeted to serve populations currently without health insurance and expected to benefit from the ACA's expansion of the Medicaid program and provision of financial assistance for the purchase of Qualified Health Plans (QHPs) on the Health Insurance Marketplace (also referred to as "Health Insurance Exchange"). The State is particularly focused on reaching individuals who would have difficulty enrolling in coverage without the help of a Counselor, including (but not limited to) individuals with low literacy, limited English proficiency, low-income individuals, people with disabilities and other hard-to-reach populations.
- 1.2 The sole purpose of this grant is to fund the Grantees' performance of the services described herein during the term of this grant. The purpose of the Affordable Care Act In-Person Counselor Grant Program is to provide grant funding to organizations seeking to assist eligible Illinois residents in enrolling in new coverage options and affordability programs made available through the federal Affordable Care Act (ACA) and pursuant to the Department of Public Health Powers and Duties Law, 20 ILCS 2310/2310-25.
- 1.3 The Grantee represents and warrants that the grant application submitted by the Grantee is in all material aspects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain all permits, licenses or other governmental approvals that may be necessary to perform the grant services.

2. Services:

- 2.1 The Grantee will provide the following services and agree to act in compliance with all state and federal statutes and administrative rules, as well as all Appendixes to this agreement applicable to the provision of services pursuant to this grant agreement. Failure to fulfill any of these required services may result in denial of payment. The grant application submitted by the Grantee related to this grant agreement and on file with the Department is hereby incorporated and made a part of this agreement.
 - 2.1.1 The Grantee shall provide in-person assistance to eligible individuals and small employers seeking to enroll in QHPs (including advanced premium tax credits and cost-sharing reductions), Medicaid, and All Kids (Illinois' Children's Health Insurance Program).

As set forth in the final regulation on Exchanges and Qualified Health Plans issued by the U.S. Department of Health and Human Services on March 27, 2012 (45 CFR 155.210(e)), all Grantees shall perform each of the following:

- Maintain expertise in eligibility, enrollment, and program requirements;
- Conduct public education activities to raise awareness about Get Covered Illinois, Illinois Medicaid and utilization of health coverage; examples of required outreach and educational activities include but are not limited to:

- o Canvassing local communities and small businesses (for the purpose of education and outreach only; please refer to page 5 of the application instructions for a detailed explanation of program requirements related to door-to-door activities.)
 - o Lead generation
 - o Data entry of lead generation (Request for Information cards)
 - o Educational presentations
 - o Visibility and tabling events
 - o Stakeholder engagement
 - Provide information and services in a fair, accurate and impartial manner, which includes providing information that assists consumers with submitting the eligibility application; clarifying the distinctions among health coverage options, including QHPs; and helping consumers make informed decisions during the health coverage selection process. Such information must acknowledge other health programs;
 - Facilitate selection of a QHP or, when appropriate, a public insurance plan;
 - Provide referrals to the Illinois Department of Insurance, or any other appropriate State agencies, for any enrollee with a grievance, complaint, or question regarding their health plan, coverage, or a determination under such plan or coverage; and
 - Provide information in a manner that is culturally and linguistically appropriate to the needs of the population being served by Get Covered Illinois at no cost to those individuals, including individuals with limited English proficiency, and ensure accessibility and usability of IPC tools and functions for individuals with disabilities in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act; and
 - Maintain a physical presence in the Marketplace service area, including posting all In Person Counsellor appointment availability to the provided scheduling tool, so that face-to-face assistance can be provided to applicants and enrollees.
- 2.1.1.1 The Grantee and subgrantees shall complete in-person assistance duties and services outlined for each geographic outreach region, as identified in Section 2.2.1 of this Agreement. The Grantee shall designate the number of In-Person Counselors, not less than five (5), who will serve in each participating region. IPCs must be assigned to a particular region, however, assignments may be adjusted based on need and with the approval of the State of Illinois's designated individual. Each grantee working within each region is also required to specify the target areas (i.e. County, Chicago Community Area, and/or Townships). All In-Person Counselors for each region shall fulfill the services outlined above. The Grantee shall coordinate IPC operations in each region, including of any subgrantees.
- 2.1.2 The Grantee and any subgrantees shall participate in periodic calls organized by State of Illinois staff for the purpose of coordinating activities and sharing best practices with other grantee organizations.
- 2.1.3 The Grantee shall provide requested daily updates and monthly reports on the number of Illinois residents assisted through the program including the number of residents assisted; enrolled in health coverage programs; attended events; and other grant funded activities through grantee services. Unless otherwise directed by the State, Grantees shall use software or web services provided by the Department and State to record all interactions with State residents related to performance of grant duties and will comply with established performance standards.
- 2.1.4 The Grantee shall provide the services described in Section 2.1.1 to all Illinois residents seeking its assistance. In the event the Grantee is unable to provide such services to a specific individual (e.g., because of a language barrier), the Grantee shall refer that individual to another grantee organization. The Grantee and any subgrantees must be regularly available for client services during evening and weekend hours. The Grantee and any subgrantees shall conduct outreach and education activities outside the grantee offices.
- 2.1.5 All Grantee organization and any subgrantee organization In-Person Counselors and management personnel participating in grant activities through successful applicant organizations shall complete training provided by the state and federal governments, including on-going training required after the

initial training is complete, and pass tests demonstrating comprehension of the training curriculum. Training will be provided at the beginning of the grant period and on a continuing basis as determined necessary by the Department.

- 2.1.6 The Grantee shall perform background checks on In-Person Counselors and management personnel participating in grant activities as a conditional of certification, as well as for any other employees working on grant activities whose duties provide them with access to personal health information, personal financial information, or other individually identifiable information of individuals assisted by the Grantee under the grant program, and submit the results to the State for approval. Examples of non In-Person Counselor or managers subject to background checks would be administrative staff who may assist with data entry and/or scheduling. Individual staff members who are not required to have background checks may be finance employees who have no interactions with potential program consumers. Grantee and any subgrantee shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks. Grantee organizations shall inform the Department of any change in conviction status of an employee during the grant term. Individuals who are denied (or revoked) certification are ineligible to receive any funds under this Grant following such denial (or revocation).
- 2.1.7 Grantee employees working as In Person Counselors must be full time employees working exclusively on grant activities and shall be certified as In-Person Counselors by the Illinois Department of Insurance prior to performing enrollment activities.
- 2.1.8 The Grantee shall post advertisements for positions funded through the grant on the Illinois Department of Employment Security's Illinois JobLink website (<http://workinillinois-healthmarketplace.jobs/>). This requirement does not preclude grantee organizations from using other means to publicize job openings.
- 2.1.9 The Grantee organization shall consult with and receive approval in writing from the State of Illinois's designated individual prior to Grantee or any subgrantee partnering with any organization for any outreach or education activities.
- 2.1.10 The Grantee and each subgrantee may not share any data collected in the provision of services under this grant agreement with any third party, or use the information for any purpose other than providing granted services. To the extent Grantee or any subgrantee is a Covered Entity subject to HIPAA and is the custodian of HIPAA-protected PHI data, such entity will take all necessary and desirable steps to establish and maintain its status as a "hybrid" entity under HIPAA, and keep all of its activities under this Grant separate from its functions as a Covered Entity, and will not commingle any data obtained from the performance of activities under this Grant with its Covered Entity PHI data.
- 2.1.11 The Grantee and each subgrantee are required to comply with all Privacy and Security requirements applicable to Non-Exchange Entities set forth in 45 CFR 155.260 and related federal and State guidance as issued from time to time, including that posted at <http://www.cms.gov/CCIIO/Programs-and-Initiatives/Health-Insurance-Marketplaces/Downloads/privacy-and-security-terms-and-conditions-6-4-14.pdf>. As a condition of payment, Grantees will submit to the Department, on or prior to Oct. 15, 2014:
 - 2.1.11.1 The name of the Grantee's staff member designated as responsible for the IPC Grantee's compliance with applicable privacy and security regulations and policies, substantially satisfying the qualifications set forth in Appendix A; this staff member will be responsible for obtaining all IPC and Management staff signatures on the Acknowledgement of the Rules of Behavior found in Appendix E;
 - 2.1.11.2 A privacy and security risk assessment report, substantially in the form of the document set forth in Appendix B;
 - 2.1.11.3 Evidence of appropriate liability insurance covering privacy and security risk, naming the State as an additional insured, substantially satisfying the qualifications set forth in Appendix C;
 - 2.1.11.4 A plan to protect the privacy and security of consumers' personally identifiable information (PII) that substantially satisfies the requirements found in Appendix D;
 - 2.1.11.5 Employee rosters set forth in Appendix G.
 - 2.1.11.6 In addition, Grantee shall provide monthly security compliance checklists from each IPC employed by the organization, as well as from the Organization's director attesting on behalf of the organization, in the format specified by the State substantially in the form of the document set forth in Appendix F.

- 2.1.12 To the extent permitted by applicable Illinois law, the grantee agrees to indemnify and hold harmless from damages arising from the breach of any of its contractual obligations the Illinois Health Insurance Marketplace.
 - 2.1.13 The Grantee organization and any subgrantees are prohibited from receiving, directly or indirectly, any funding from issuers of health or stop-loss insurance in connection with the enrollment of individuals or employees into a health plan.
- 2.2 The Grantee will not use the services of a subcontractor or subgrantee to fulfill any obligations under this Agreement without the prior written consent of the Department. All subgrantees shall have an application, including a budget and program deliverables, on file with the grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subcontracts and subgrants.
- 2.2.1 The Grantee shall assume responsibility for distribution of grant funds to subgrantees for the provision of services under this Agreement and in accordance with the work plan, budget, and subgrantees on file with, and approved by, the Department. The Grantee is approved to enter into subgrant contracts with the below list of approved subgrantees under this Agreement. Addition of subgrantees by the Grantee under this Agreement beyond the approved entities is prohibited without prior written approval by the Department.

Outreach Region	Organizations	Number of In-Person Counselors
Region 6	Grantee: McHenry County Health Department Sub-Grantees: Advocate Good Shepherd, Centegra Health System, Family Health Partnership Clinic, FamiliesETC, Pioneer Center for Human Services	10

- 2.2.2 The Grantee shall execute subgrant agreements by October 1, 2014 for services and signed copies of all subgrant agreements shall be submitted to the Department within 30 days of execution. Each subgrant agreement shall identify the subgrantee, include a scope of services, budget period, detailed budget, and current mailing address. The Department will not pay any reimbursement to the Grantee related to subgrantee activities until the Department has received the signed copy of the subgrant agreement.
- 2.2.3 The Grantee shall assure that all services provided by subgrantees under established subgrant agreements are provided and documented, in a timely manner, and in accordance with Department policy. The Grantee shall promptly investigate any subgrantee not performing in accordance with the subgrant agreement. The Grantee is responsible for monitoring, investigating, and taking any needed action related to the subgrantee to protect the integrity of and the provision of services under this Agreement. Failure of the Grantee to do so may result in payments not authorized, or reduced by the total amount of the value of the subgrantee subcontract, until any and all requirements of this Grant Agreement are fulfilled.
- 2.3 In connection with the services described in Section 2.1 above, the Department will:
- 2.3.1 Provide funding to the grantee in accordance with the policies described in Section 4 of this Grant Agreement. The Grantee may request an initial disbursement to cover immediate expenses included in the approved budget of up to 10% of the total grant amount. If an organization receives an initial disbursement, the Grantee must expend all those funds before invoicing for any additional payments.
 - 2.3.2 Make available to grantee organization employees a required training program.

- 2.3.3 Provide educational materials related to health coverage programs to grantee organizations for dissemination to Illinois residents.
- 2.3.4 Convene regular calls and meetings with groups of grantee organizations operating in a similar geographic area or providing grant services to similar population groups in order to share best practices and coordinate grant activities.
- 2.3.5 Provide grantee organizations and employees with a system to record and track contact with Illinois residents potentially eligible for health coverage programs associated with the grant.
- 2.3.6 Accept and certify bi-monthly (every two months) grant Financial Status and Program Status reports and regular updates on performance data from grantee organizations.
- 2.3.7 Monitor the work of grantee organizations to ensure compliance with the terms of the grant program and the activities to be performed as described in the grantee organization application and this grant agreement.

3. **Term:**

The period of this grant agreement is 9/1/2014 through 4/15/2015; however, it may be terminated at any time during this period by either party upon written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination, the Grantee shall be paid for work satisfactorily completed prior to the date of termination.

4. **Compensation:**

- 4.1 Grantee must be in compliance with all contractual requirements to receive compensation. Payment to the Grantee may be withheld if it, or any of its subgrantees, have not fulfilled the expectations set forth in the grant application until such time that the requirements are met. The grant funds shall be in the amounts for each region outlined below and not to exceed the total maximum amount across all regions of \$584,791.20.

Region 6: \$584,791.20

- 4.2 This grant is federally funded.
- 4.3 Subject to 4.1 above, the Department will compensate the Grantee on the following basis:

Advance/Remainder based on cash needs/reimbursement

The Department shall authorize an operational advance disbursement, sufficient to address the Grantee's immediate cash needs, at or below 10% of the total funding amount during only the first and third quarters of the grant period. The quarters are defined as:

- First: September 1 to October 31, 2014;
- Second: November 1 to December 31, 2014;
- Third: January 1 to February 28, 2015; and,
- Fourth: March 1 to April 15, 2015.

The Department will not authorize operational advance payments if Grantee obligations under this agreement are not met or for failure to meet any of the terms of this Agreement.

- 4.4 The Grantee will expend grant funds awarded under this Agreement in accordance with the budget approved and on file with the Department.
- 4.5 The Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the services, unless the Agreement

specifically set forth items of support to be provided by the Department.

- 4.6 The Grantee and any subgrantees shall not, in accordance with P.A. 096-1456, expend any grant funds paid from the State of Illinois General Revenue Funds for the following promotional items: calendars, pens, buttons, pins, magnets, and any other similar promotional items. Promotional items also include but are not limited to: gift cards, posters, and stationery.

4.7 **Expenditure of Grant Funds; Right to Refund**

Payment of the grant amount specified in Section 4.1 shall be made to the Grantee as specified herein and in accordance with the approved budget on file with the Department. Grant funds provided under this Agreement must be expended only to perform the tasks set forth in Section 2.1 of this Agreement and the grant application on file with the Department. In addition to reasons set forth in other sections of this agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to this agreement; or (ii) Grant funds have not been expended or legally obligated by a binding contractual obligation within the grant term. If the Department requires a refund under either of the above circumstances, the Grant funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective grant agreement termination date.

4.8 **Grants Fund Recovery Act (30 ILCS 705/1, et seq.)**

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within forty-five (45) days following said expiration or termination. Any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within forty-five (45) days following the expiration or termination of this Agreement. Grantee's failure to comply with any reporting requirements of the Department may result in the termination of this agreement or suspension of payments under this agreement.

4.9 **Indirect Cost Rate Proposal Submission**

- A. This paragraph applies only to (i) grantees that charge, or expect to charge, any indirect costs; and (ii) grantees who are allowed to charge indirect costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.
- B. Grantees who receive \$250,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds, must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than 60 days after their submission of audited financial statements, in a format prescribed by the State Agency (for example, if audited financial statements are submitted August 2015, then the Indirect Cost Rate Proposal must be submitted in October 2015).
- C. Grantees who have had an Indirect Cost Rate Proposal approved by a cognizant Federal agency must submit an Indirect Cost Rate Proposal, but the State Agency will accept that Proposal, up to any statutory, rule-based or programmatic limit.

5. **Notices:**

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals at the following respective addresses or to such other address as either party may from time to time designate by notice to the other party. Each such notice shall be deemed to have been provided at the time it was actually received. By giving notice, either Party may change the contact information.

To the Department:

The Illinois Department of Public Health
69 West Washington, 35th Floor
Chicago, IL 60602
Attn: Estrelitta Harmon

To the Grantee: McHenry County Health Department

Contact Name: Joseph E. Gugle, Acting Administrator
Phone Number: 815-338-7661
Email: jegugle@co.mchenry.il.us
Fax Number: 815-338-7661
Mailing Address: 2200 North Seminary Ave, Woodstock, IL 60098

6. Public Information Requirements:

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Program in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Program. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than fifteen (15) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager. The Grantee shall not publish, disseminate or otherwise release any promotional materials without the express written approval by the Department.

The Grantee will provide adequate advance notice pursuant to Section 5 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the event.

7. Grant Fund Control Requirements:

7.1 Close-out Reports

- A. The Grantee shall provide annual close-out reports within sixty (60) calendar days following the end of the State fiscal year or longer if specified in the program plan or rules. The format of this close-out report shall be the Consolidated Financial Report, as described in Section 7.3 below.
- B. If an audit of Grantee occurs and results in adjustments after the Grantee submits a close-out report, the Grantee shall submit a new close-out report based on audit adjustments.

7.2 Audited Financial Statements

- A. This paragraph applies only to Grantees who receive \$150,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds.
 - a. Grantees not subject to OMB Circular A-133 shall provide audited financial statements, conducted in accordance with Government Auditing Standards, within 180 days after the Grantee's fiscal year ending on or after June 30, 2015. This deadline may be extended in the discretion of the State Agency's Chief Financial Officer.
 - b. Grantees subject to OMB Circular A-133 shall provide a single audit report within 180 days after the Grantees fiscal year ending on or after June 30, 2015.

- i. In the discretion of the State Agency's Chief Financial Officer, this deadline may be extended up to nine (9) months after the end of the Grantee's fiscal year without approval from the cognizant Federal agency.
 - ii. This deadline may be extended longer than nine (9) months after the end of the Grantee's fiscal year contingent upon approval by the cognizant Federal agency.
- B. Audit Requirements for State Grants Audited by the Illinois Office of the Auditor General (OAG): Grantees' required by the Illinois OAG to obtain a financial audit, compliance examination, performance audit will be notified by the OAG. The Grantee shall provide the Department with a copy of any financial audit, compliance examination, Single Audit or performance audit along with the accompanying management letter, letter of immaterial findings and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit or examination was performed. The Audit Report is required to be provided to IDPH any year an audit is performed over the life of the grant.
- C. Discretionary Audit: The Department may, at any time, and at its discretion, require a financial audit, a Grant-Specific Audit or other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- D. Audit Performance: All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards. The Grantee will fully comply and cooperate with any and all audits.

7.3 Consolidated Financial Reports

- A. This paragraph applies to all Grantees, unless exempted in part or in whole by program rules, regulations or policies.
- B. Grantees shall submit Consolidated Financial Reports within 60 days after the Grantee's fiscal year ending on or after June 30, 2015. This report will be used for purposes of close out of the grant. In the event that this Agreement is terminated prior to the end of the State fiscal year, the Grantee shall provide a close-out report within sixty (60) calendar days of such termination.
- C. The Consolidated Financial Report must cover the same period as the Audited Financial Statements cover.
- D. Consolidated Financial Reports must include an opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Financial Report.
- E. Consolidated Financial Reports shall follow a format prescribed by the Department.

7.4 Reporting Requirements

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. At a minimum, the grantee shall file a report with the Department every two months (bi-monthly). The bi-monthly reports shall describe the progress of the program, and the expenditure of the grant funds provided

to the grantee under this Agreement. The Department reserves the right to request revised bi-monthly reports or clarification to any statements made in such reports.

- B. Expenditures and Program Activity Prior to Grant Execution. If the Agreement is executed more than ninety (90) days after the beginning date of the grant program provided in grant agreement, the Grantee must submit a Financial Status Report and a Program Status Report, in a format provided by the Department, accounting for expenditures and program activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- C. Additional Information: Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Program, including, but not limited to materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports. Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department.

7.5 Grant Instructions

Upon execution of this Grant Agreement, the Grantee will receive a Grant Instruction Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 7.2(C) of this Grant Agreement.

7.6 Fiscal Recording Requirements

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Program funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those attributed to subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

7.7 Due Diligence in Expenditure of Grant Funds

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement and be actual and necessary expenditures; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

7.8 Monitoring

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, policies and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any documents, equipment, papers, or records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

7.9 **Effect of Failure to Comply**

The Grantee should refer to the Grant Instruction Package for the specific reporting requirements and due dates. Grantee must submit the reports in the format provided by the Department. Failure to comply with the reporting requirements shall result in the withholding of grant funds, the return of improper payments of Unallowable Costs. The Grantee's failure to comply with this requirement will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantees. Grantee failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.

8. **General Provisions:**

8.1 **Availability of Appropriation/Sufficiency of Funds**

This grant is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this grant, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The Grantee will be notified in writing of the failure of appropriation or a reduction or decrease.

8.2 **Audit/Retention of Records (30 ILCS 500/20-65)**

Grantee and its subcontractors shall maintain books and records relating to the performance of the agreement or subcontract and necessary to support amounts charged to the State under the agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Grantee for a period of three (3) years from the later of the date of final payment under the agreement or completion of the agreement, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay agreement costs, the Grantee and its subcontractors must retain its records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the granting Agency, the Auditor General, the Attorney General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Grantee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books and records are not available to support the purported disbursement. The Grantee or subcontractors shall not impose a charge for audit or examination of the Grantee's books and records.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontractors and subgrants, a provision that the Department, the Attorney General, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

8.3 **Time is of the Essence**

Time is of the essence with respect to Grantee's performance of this agreement. Grantee shall continue to perform its obligations while any dispute concerning the agreement is being resolved unless otherwise directed by the State.

8.4 **No Waiver of Rights**

Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

8.5 **Force Majeure**

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the agreement without penalty if performance does not resume within thirty (30) days of the declaration.

8.6 **Confidential Information**

Each Party, including its agents and subgrants, to this agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the agreement, in whatever form it is maintained, promptly at the end of the agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8.7 **Use and Ownership**

All work performed or supplies created by Grantee under this agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this agreement.

Equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds. During the Grant term, the Grantee must: (1) use equipment and materials acquired with Grant Funds only for the approved Program purposes set forth in Section 2.1; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Program purposes

and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department. The Department reserves the right to inspect, at any time, such equipment and materials. All Grantee actions involving equipment and materials shall be in compliance with the applicable state and federal law.

8.8 Indemnification and Liability

The Grantee shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Grantee of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Grantee's negligent performance; or (c) any act, activity or omission of Grantee or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

8.9 Independent Contractor

Grantee shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

8.10 Solicitation and Employment

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

8.11 Compliance with the Law

The Grantee, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this agreement. Grantee shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Grantee shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.

8.12 Background Check

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Grantee's and subcontractors officers, employees or agents. Grantee or subgrantee shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

8.13 Applicable Law

This agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this agreement. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the

Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, agreements, or any other activity.

8.14 **Contractual Authority**

The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the agreement. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Grantee. When the Chief Procurement officer or authorized designee signs a master agreement on behalf of State agencies, only the Agency that places an order with the Grantee shall have any liability to Grantee for that order.

8.15 **Modifications and Survival**

Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Grantee's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

8.16 **Performance Record/Suspension**

Upon request of the State, Grantee shall meet to discuss performance or provide agreement performance updates to help ensure proper performance of the agreement. The State may consider Grantee's performance under this agreement and compliance with law and rule to determine whether to continue the agreement, suspend Grantee from doing future business with the State for a specified period of time, or to assess whether Grantee can be considered responsible on specific future agreement opportunities. The Department may immediately suspend a grant agreement after due consideration of any issues affecting the Grantee's performance.

8.17 **Freedom of Information Act**

This agreement and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this agreement.

8.18 **Amendments**

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

8.19 **Assignment**

The Grantee understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

8.20 **Termination for Cause**

The State may immediately terminate this Agreement, in whole or in part, upon notice to the Grantee if: (a) the Grantee commits any illegal act; (b) the State determines that the actions or inactions of the Grantee, its agents, employees or subgrantees have caused, or reasonably could cause, jeopardy to health, safety, or property, (c) the Grantee has notified the State that it is unable or unwilling to perform the Agreement or (d)

the State has reasonable cause to believe that the Grantee cannot lawfully perform the grant Agreement

If Grantee breaches any material term, condition, or provision of this Agreement, is in violation of a material provision of this Agreement, or the State determines that the Grantee lacks the financial resources to perform this Agreement, the State may, upon 15 days prior written notice to the Grantee, cancel this Agreement. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

8.21 **Termination for Convenience**

The State may, for its convenience and with thirty (30) days prior written notice to Grantee, terminate this Agreement in whole or in part and without payment of any penalty or incurring any further obligation to the Grantee. The Grantee shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this Agreement up to and including the date of termination.

8.22 **Health Insurance Portability and Accountability Act Compliance**

Grantee shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to statute, 42 USC 132d, and applicable regulations, 45 CFR 160, 162, and 164, as may be promulgated or amended over time.

8.23 **Inducement Resolution**

It is the intent of the State that all or a portion of the costs of this program will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

8.24 **Linguistic and Cultural Competency Guidelines and Assurance**

The State of Illinois' Linguistic and Culturally Competency Guidelines (LCC Guideline) are incorporated into and made a part of this Agreement. The purpose of the LCC Guidelines is to improve access to culturally competent programs, services, and activities for Limited English Proficient (LEP) customers, persons who are hard of hearing or Deaf, and persons with low literacy. More information about the LCC Guidelines can be found <http://www.dhs.state.il.us/page.aspx?item=29741> (this website also has available training resources and examples).

8.25 **Entire Agreement**

The Department and the Grantee understand and agree that this Agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited or incorporated within this Agreement, including prior Agreements or oral discussions not incorporated within this Agreement, shall be binding upon either the Grantee or the Department.

9. **Federally Funded General Grant Provisions: This Section is applicable to grants supported by federal funds**

9.1 Grantee certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Grantee further certifies that it will include this certification within every subgrant related to the performance of this Agreement.

9.2 The federal whistleblower protections of 41 U.S.C. 4712 apply to all Grantee employees, contractors, and subgrantees working in relation to this Grant Agreement. Grantee certifies that in accordance with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, Grantee will (1) inform its

employees working on this grant that they are subject to the whistleblower rights and remedies of the pilot program; (2) inform its employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and (3) include this certification and requirements in any agreement made with a contractor or subgrantee.

- 9.3 Grantee shall comply with all federal rules and regulations related to the program, including but not limited to those found in 45 CFR 155.210 and 45 CFR 155.215 and applicable future rules or guidance.
- 9.4 Grantee shall treat as confidential all individually identifiable information collected from potential enrollees in QHPs by Grantee, its employees, agents and subcontractors, pursuant to the performance of Grantee's services under this Grant. Grantee shall comply with all applicable federal and State law regarding the privacy and security of collected data, including without limitation the requirements set forth in 45 C.F.R. 155.260 (Privacy and security of personally identifiable information), and all guidance issued by the Agency regarding the application of such laws.
- 9.5 The Grantee, including its staff, may not: be a health insurance or stop-loss insurance issuer; be a subsidiary of a health insurance or stop-loss issuer; be an association that includes members of, or lobbies on behalf of, the insurance industry; or receive any consideration directly or indirectly from any health insurance or stop-loss insurance issuer in connection with the enrollment of any individuals or employees in a QHP or a non-QHP.
- 9.6 Under 45 CFR 155.215(a)(1)(ii), the Grantee must submit to the Federally Facilitated Marketplace a written plan to remain free of conflicts of interest during the term of the grant. The Grantee must provide this information to the Department upon request.
- 9.7 The Grantee, including its staff, must disclose to the Federally Facilitated Marketplace and to each consumer who receives its assistance: (A) Any lines of insurance business, (other than health insurance or stop-loss insurance) which the Navigator intends to sell while carrying out the consumer assistance functions; (B) Any existing employment relationships, or any former employment relationships within the last 5 years, with any health insurance issuers or issuers of stop loss insurance or subsidiaries of health insurance issuers or issuers of stop loss insurance, including any existing employment relationships between a spouse or domestic partner and any health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance; and (C) Any existing or anticipated financial, business, or contractual relationships with one or more health insurance issuers or issuers of stop loss insurance, or subsidiaries of health insurance issuers or issuers of stop loss insurance. The Grantee must provide this information to the Department upon request.

10. **Taxpayer Status:**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (*check one*):

Individual

Governmental

Sole Proprietor

Nonresident alien

Partnership

Estate or trust

Legal Services Corporation

Pharmacy (Non-Corp.)

Tax-exempt

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing
medical and/or health care services

Limited Liability Company (select applicable tax classification)

D = disregarded entity

C = corporation

Corporation NOT providing or billing
medical and/or health care services

P = partnership

11. **Attestation:**

Grantee certifies under oath that Grantee has read, understands, and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief, that the funds awarded under this grant shall be used only for the purposes described in this Agreement and that the Grantee shall be bound by the same. Grantee acknowledges that the award of Grant Funds under this Agreement is conditioned upon this certification/attestation.

For the Grantee:

For the Department:

Grantee Signature

Recommended By

Typed Name

LaMar Hasbrouck, MD, MPH
Director of Public Health

Title

Execution Date

Illinois Department of Human Rights Number (if applicable)

Date