BOH CONTRACT SUMMARY

☐ **New Contract**
☒ **Renewal**
☐ **Amended Renewal**

NAME OF ORGANIZATION	State of Illinois Department of Human Services	
EFFECTIVE DATES OF CONTRACT	7/1/12 – 6/30/13	
BRIEF DESCRIPTION OF CONTRACT PURPOSE	Family Case Management Grant to provide case management services to pregnant women, infants and high-risk children.	
MCDH DEPT/STAFF INVOLVED	Nursing Division, Family Case Management and Clinic Staff	
CONTRACT TERMS	Provider will provide a comprehensive array of maternal and child health services to eligible families.	
FINANCIAL TERMS	2013 $504,170	2012 $504,170
INDEMNIFICATION CLAUSE?	☒ Yes ☐ No	
SPECIAL ARRANGEMENTS, REQUIREMENTS, CONDITIONS	To Service: Medicaid eligible families, DCFS Wards and medically indigent using system support of primary care, outreach, support services and maternal, child network development.	

Agreement No. FCSRE01570

COMMUNITY SERVICES AGREEMENT
BETWEEN

THE DEPARTMENT OF HUMAN SERVICES
AND
MCHENRY COUNTY BOARD OF HEALTH, BY AND THROUGH THE MCHENRY COUNTY HEALTH DEPARTMENT
FOR FISCAL YEAR 2013

The Illinois Department of Human Services (DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762 , and MCHENRY COUNTY BOARD OF HEALTH, BY AND THROUGH THE MCHENRY COUNTY HEALTH DEPARTMENT (Provider), with its principal office at 2200 North Seminary Avenue Ro Woodstock, IL 60098-2621 and payment address (if different than principal office) at ______________________________, hereby enter into this Community Services Agreement ("Agreement"). DHS and Provider are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

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

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

ARTICLE I
TAXPAYER CERTIFICATION

1.1. Federal Taxpayer Identification Number; Nature of Entity. Under penalties of perjury, Provider certifies that 36-6006623 is Provider's correct ☒ Federal Taxpayer Identification Number or ☐ Social Security Number (check one). Provider is doing business as a (please check one):

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation (includes Not For Profit)
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy-Non Corporate
- ☐ Nonresident Alien
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ D = disregarded entity
  - ☐ C = corporation
  - ☐ P = partnership

1.2. Estimated Amount of Agreement. The estimated amount payable by DHS to Provider under this

Agreement is $504,170.00. Provider agrees to accept DHS' payment for services rendered as specified in the Exhibits incorporated as part of this Agreement.

1.3. Term. This Agreement shall be effective on **Jul 1, 2012**, and shall expire on **Jun 30, 2013**, unless terminated or extended pursuant to the terms hereof.

1.4. Certification. Provider certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Provider acknowledges that the award is made solely upon this certification and that any false statements, misrepresentations or material omissions shall be the basis for immediate termination of this Agreement.

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

By: ______________________
Michelle R.B. Saddler
Secretary

By: ______________________
Signature of Designee

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________
Designee

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

By: ______________________
Signature of Authorized Representative

Date: ______________________

Printed Name: ______________________

Printed Title: ______________________

E-mail: pjmcnult@co.mchenry.il.us

FEIN: 36-6006623

Agreement #: FCSRE01570

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

ARTICLE II
REQUIRED REGISTRATIONS

2.1. Standing and Authority. Provider warrants that:

(a) Provider is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized.

(b) Provider has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Provider is organized under the laws of another jurisdiction, Provider warrants that it is duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement and the other documents to be executed by Provider in connection with this Agreement, and the performance by Provider of its obligations hereunder, have been duly authorized by all necessary entity action.

(e) This Agreement and such documents to which Provider is a party constitute the legal, valid and binding obligations of Provider enforceable against Provider in accordance with their respective terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally or general principles of equity.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Provider certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal grants greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the grant was awarded.

2.4. DUNS Number. Execution of this Agreement by DHS shall be contingent upon Provider's provision to DHS of a Data Universal Number System (DUNS) number (FAR 52.204-7).

2.5. Compliance with American Recovery and Reinvestment Act (ARRA). Provider certifies, if applicable, that it does and will comply with the reporting requirements of ARRA. Provider shall segregate obligations with respect to and expenditures of ARRA Funds from other sources of funding. ARRA Funds shall not be comingled with any other funds. Provider acknowledges that ARRA Programs will not be continued with the funds appropriated by DHS after ARRA Funds are expended and are no longer available.

ARTICLE III
DEFINITIONS

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

"Administrative Costs" means those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective, *i.e.* , a particular Award, Program, service, or other direct activity of an organization. A cost may not be allocated to an Award as an Indirect Cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a Direct Cost. Provider is responsible for presenting costs consistently and must not include costs associated with its Indirect Cost Rate as Direct Costs. The term "Administrative Costs" is synonymous with the term "Indirect Costs." *See, e.g.*, U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-26.

"Agreement" means this Agreement, and any addendum, schedules and exhibits thereto, all as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

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

"Allowable Costs" means costs associated with DHS Programs which are reimbursable from DHS funds. Allowable Costs include expenses that are (1) necessary and related to the provision of Program services, (2) reasonable to the extent that a given cost is consistent with the amount paid by similar agencies for similar services, (3) not specified as unallowable, and (4) not illegal. Research expenses may be considered Allowable Costs if Prior Approval is received from DHS. (89 Ill. Adm. Code §509.20(a))

"ARRA" means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).

"Award" means financial assistance that provides support to accomplish the purpose of this Agreement. Awards include grants and other agreements in the form of money by DHS to Provider.

"CFDA" means the Catalog of Federal Domestic Assistance, a government-wide compendium of Federal programs, projects, services and activities that provide assistance or benefits to the American public.

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

"Cost Allocation Plan" means a document that identifies, accumulates and distributes allowable direct and indirect costs under subgrants and contract and identifies the allocation methods used for distributing the costs. A plan for allocating joint costs is required to support the distribution of those costs to the grant program. All costs included in the plan must be supported by formal accounting records to substantiate the propriety of the eventual charges. Providers are required to maintain a Cost Allocation Plan, in accordance with Ill. Adm. Code §509.40(c), if they receive more than one source of funding or operate more than one Program. (89 Ill. Adm. Code §509.20(a)(2))

"Direct Costs" means those costs that can be identified specifically with a particular final cost objective, *i.e.*, a particular Award, Program, service, or other direct activity of an organization, or that can be directly assigned to such an activity with a high degree of accuracy. Direct costs may be charged based on a full-time equivalent or pro-rated basis. A cost may not be assigned to an Award as a Direct Cost if any other cost incurred for the same purpose, in like circumstance, has been allocated to an Award as an Indirect Cost. Provider is responsible for presenting costs consistently and must not include costs associated with its Indirect Cost Rate as Direct Costs.

"Disallowed Costs" means those charges to an award that DHS determines to be Unallowable Costs.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Provider's organization. Assignment of a DUNS Number is mandatory for all organizations required to register with the Federal government for contracts or grants.

"Fee-for-Service" means a Program for which the payments are made on the basis of a rate, unit cost or allowable cost incurred and are based on a statement or bill as required by DHS. (89 Ill. Adm. Code §509.15) Services provided on a Fee-for-Service basis are Medicaid-related.

"FFATA" means Federal Funding Accountability and Transparency Act of 2006 (P. L. 109-282).

"Fixed-Rate" means a Program for which the payments for non-Medicaid services are made on the basis of a rate, unit cost or allowable cost incurred and are based on a statement or bill as required by DHS. Fixed-Rate payments are subject to all Federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. Fixed-Rate services are non-Medicaid services. A Fixed-Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement.

"GAAP" means Generally Accepted Accounting Principles.

"Grant" means any assistance, whether financial or otherwise, furnished by DHS to a person or entity for obligation, expenditure, or use by Provider for a specific purpose(s) as authorized by law. This does not include advance payments made under the authority of Paragraph 9.05 of the State Finance Act, 30 ILCS 105/9.05.

"Indirect Costs" means those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective, *i.e.*, a particular Award, Program, service, or other direct activity of an organization. A cost may not be allocated to an award as an Indirect Cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a Direct Cost. Provider is responsible for presenting costs consistently and must not include costs associated with its Indirect Cost Rate as Direct Costs. The term "Indirect Costs" is synonymous with the term "Administrative Costs." *See, e.g.*, U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-26.

"Indirect Cost Rate" means is 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, DHS will not reimburse those Indirect Costs unless Provider has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate. If Provider has a current, applicable rate negotiated by a cognizant Federal agency, Provider shall provide to DHS a copy of its Indirect Cost Rate proposal and the acceptance letter from the Federal government. If Provider does not have a current, applicable rate negotiated by a cognizant Federal agency, DHS shall be responsible for establishing an Indirect Cost Rate for Provider.

"Indirect Cost Rate Proposal" means the documentation prepared by Provider to substantiate its request for the establishment of an Indirect Cost Rate.

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

"OMB" means the Executive Office of the President of the United States, Office of Management and Budget.

"OMB Circular" means instructions or information issued by the President's Office of Management and Budget ("OMB") to Federal agencies.

"Prior Approval" means written approval by an authorized member of DHS management evidencing prior consent.

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

"Program" means the services to be provided pursuant to this Agreement.

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

"Program Income" means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Award. Interest earned on advances of Federal funds under this Agreement is not Program Income.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-50.

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.3.

"Unallowable Costs" means expenses which, pursuant to DHS rules or policies or Federal regulations, are not reimbursable from DHS funds, unless Prior Approval is received from DHS. Specific Unallowable Costs are set forth in 89 Ill. Adm. Code §509.20(b).

ARTICLE IV
PAYMENT

4.1. Availability of Appropriation. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement, or if the Governor decreases DHS' funding by reserving some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. DHS shall notify Provider of such funding failure.

4.2. Illinois Grant Funds Recovery Act. If the funds awarded are subject to the provisions of the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), any funds remaining at the end of the Agreement period which are not expended or legally obligated by Provider shall be returned to DHS within forty-five (45) days after the expiration of this Agreement. The provisions of 89 Ill. Adm. Code §511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

4.3. Cash Management Improvement Act of 1990. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. §6501

et seq.) and any other applicable Federal laws or regulations. Programs to which this applies will be listed in the applicable Program Manual and on DHS' website.

4.4. Payments to Third Parties. Provider agrees to hold harmless DHS when DHS acts in good faith to redirect all or a portion of any Provider payment to a third party. DHS will be deemed to have acted in good faith if it is in possession of information that indicates Provider authorized DHS to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Reductions to Estimated Amount. The Agreement amount is established on an estimated basis and may be increased at any time during the term. DHS may decrease the estimated amount of this Agreement at any time during the term if DHS believes Grantee will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement, or if the Governor decreases DHS' funding by reversing some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly or based on actual or projected budgetary considerations. Provider will be notified, in writing, of any adjustment, and reason for the adjustment, of the estimated amount of this Agreement. In the event of such reduction, services provided by Provider under **Exhibit A** may be reduced accordingly. Provider shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment.

4.6. Interest.

(a) This Paragraph 4.6 does not apply to Fee-for-Service payments or to providers who are not subject to the terms of the Cash Management Improvement Act (31 U.S.C. §6501 *et seq.*).

(b) Federal pass-through grant funds disbursed under this Agreement and held for over five (5) days by Provider shall be placed, when possible, in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. A Provider, which receives such funds, is subject to the requirements of the Cash Management Improvement Act (31 CFR 205 Subpart B) and shall meet all record-keeping requirements. If Provider does not comply with these requirements, Provider will be subject to the interest penalties described in Subpart A of the Cash Management Improvement Act. Any exceptions to this requirement must be approved, in writing, by DHS.

(c) The provisions of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, shall apply to any grant funds, except Fixed Rate, received by Provider under this Agreement. The period of time during which grant funds may be expended by Provider is the Term of this Agreement as set forth in Paragraph 1.3.

4.7. Timely Billing Required. This Paragraph 4.7 does not apply to Fee-for-Service payments. For all non-recurring Federal funding, such as one-time grants and ARRA funding, Provider must submit any bills to DHS within thirty (30) days of the end of the quarter. Failure to submit such bills within thirty (30) days will render the amounts billed an unallowable cost which DHS cannot reimburse. In the event that Provider is unable, for good cause, to submit its bills within thirty (30) days of the end of the quarter, Provider shall so notify DHS within that thirty (30) day period and may request an extension of time to submit the bills. DHS' approval of Provider's request for an extension shall not be unreasonably withheld.

4.8. Certification. Each invoice submitted by Provider must contain the following certification:

Provider certifies that the amounts shown on this invoice (1) are true and correct, (2) have not been falsified, inflated or otherwise improperly represented, (3) have been used only for the purposes set forth in the

Community Services Agreement between Provider and DHS, (4) are allowable in accordance with State and Federal laws and regulations, and (5) have not been submitted for payment to any other State agency or entity.

ARTICLE V
SCOPE OF SERVICES/PURPOSE OF GRANT

5.1. Services to be Provided/Purpose of Grant. Provider will provide the services as described in the applicable Program Manual and Exhibits, including **Exhibit A** (Scope of Services) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the attached Exhibits and applicable Program Manual.

5.2. Grant Inclusion. Each Notice of Award for any federal grants applicable to the programs described in this Agreement are attached to this Agreement and hereby incorporated into the Agreement.

5.3. Special Provisions. None.

ARTICLE VI
BUDGET

6.1. Exemptions. Fee-for-Service payments are exempt from the budget provisions of this ARTICLE VI. Unless notified in the Exhibits or the Program Attachment to this Agreement, Fixed-Rate payments are exempt from the budget provisions of this ARTICLE VI.

6.2. Submission of Proposed Budget. Within thiry (30) days of execution of this Agreement, Provider shall submit to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, a summary of Provider's budget prepared in accordance with the summary template provided by DHS. Provider may, but is not required to, submit a detailed budget.

6.3. Payment Contingency. Payment to Provider is contingent upon DHS' receipt and approval of Provider's proposed budget. Provider will be paid for reasonable services provided prior to DHS' approval of Provider's budget.

6.4. Budget Approval. A decision indicating approval or disapproval of the proposed budget shall be made by DHS within sixty (60) business days after submission by Provider.

6.5. Preparation of Budget. Provider's budget must be prepared in accordance with the template provided by DHS, which follows and adheres to all applicable Federal guidelines. DHS' policy requires that all Providers follow Federal regulations for Federal funding as set forth in Paragraph 7.11.

6.6. Budget Revisions. The budget is a schedule of anticipated grant expenditures that is approved by DHS for carrying out the purposes of the Grant. When Provider or third parties support a portion of expenses associated with the Award, the budget includes the non-Federal as well as the Federal share of grant expenses. Provider shall obtain Prior Approval from DHS whenever a budget revision is necessary because of:

(a) the transfer to a third party (by subgranting, contracting or other means) of any work under the Grant;

(b) the transfer of funds from other budget detail line items greater than ten percent (10%) of the line item; or

(c) changes in the scope of services or objectives of the Grant.

6.7. Revision Approvals. All requests for budget revisions shall be signed by Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

6.8. Notification. Within thirty (30) calendar days from the date of receipt of the request for budget revisions, DHS will review the request and notify Provider whether or not the budget revision has been approved.

ARTICLE VII
ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under Grants, Fee-for-Service and Fixed-Rate shall be determined in accordance with the applicable Federal cost principles and the terms and conditions of the award. However, DHS delegates to Provider the authority to approve costs that the applicable cost principles state are allowable only with the prior approval of the funding agency, unless specifically prohibited by other articles in these general provisions, or by the terms and conditions of the award. Examples of such costs are foreign travel; equipment purchases; and publication and printing costs. This delegation does not relieve Provider of the responsibility to document that such charges are reasonable, necessary and allocable to the Program.

7.2. Indirect Cost Rate Proposal Submission. Providers who charge, or expect to charge, more than $25,000 in Indirect Costs, must submit an Indirect Cost Rate Proposal for approval no later than 120 days before the end of their fiscal year, in a format prescribed by DHS.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. *See* U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-43; OMB Circular A-122, 2 CFR Part 230, Appendix A at A.4.b.

7.4. OMB Circular A-21. The Federal cost principles that apply to public and private institutions of higher education are set forth in OMB Circular A-21 (relocated to 2 CFR Part 220).

7.5. OMB Circular A-122. The Federal cost principles that apply to nonprofit organizations that are not institutions of higher education are set forth in OMB Circular A-122 (relocated to 2 CFR Part 230).

7.6. OMB Circular A-87. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in OMB Circular A-87 (relocated to 2 CFR Part 225).

7.7. 48 CFR Part 31. 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.

7.8. Changes in Scope of Services. Any Program that is carried out must be consistent with the scope of services. No changes may be made to the scope of services without Prior Approval from DHS. All requests for a change in the scope of services shall be signed by Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

7.9. Changes in Key Grant Personnel. When it is specifically required as a condition of a Grant, the replacement of the Program director or the co-director 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 Program, requires Prior Approval from DHS. When it is specifically required as a condition of a Grant, 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 DHS to be critical to the Program's successful completion. All requests for approval of changes in key Program personnel shall be signed by Provider's grant administrator and submitted to the appropriate DHS program officer. Evidence of the qualifications for replacement personnel (such as a *résumé*) shall be included.

7.10. Financial Management Standards. The financial management systems of Provider must meet the following standards:

(a) **Accounting System**. Provider organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-sponsored 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.

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

(1) The documentation required for salary charges to grants is prescribed by the cost principles applicable to the entity's organization (*see* Title XX Social Services).

(2) For Providers subject to OMB Circular A-21 (educational institutions), documentation for salary charges shall be based on either a system of monitored workload or a system of personnel activity reports for professional or professorial staff. Nonprofessional employees must keep personnel activity reports.

(3) For Providers subject to OMB Circular A-122 (nonprofit organizations), documentation for all salary charges shall be based on a system of personnel activity reports.

(4) For Providers subject to OMB Circular A-87 (State and local governments), documentation for salary charges shall be based on a system of personnel activity reports unless an employee is working solely on a single Federal award. In such case, the charge for salary will be supported by a certification signed by the employee or the employee's supervisor.

(5) Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide

with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(6) 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 Provider.

(7) If third party in-kind (non-cash) contributions are used on a Program, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Provider must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Provider must also have systems in place that ensure compliance with the terms and conditions of each grant award.

(d) **Budget Control**. Records of expenditures must be maintained for each Grant Program by the cost categories of the approved budget (including indirect costs that are charged to the Program), and actual expenditures are to be compared with budgeted amounts no less frequently than quarterly.

(e) **Cash Management**. Provider must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant funds to avoid having excess Federal funds on hand. Requests for advance payment shall be limited to Provider's immediate cash needs and are not to exceed anticipated expenditures for a three- (3) to five- (5) day period.

7.11. Federal Requirements. State Grants and State funds are subject to Federal requirements and regulations, including but not limited to the applicable OMB Circulars and financial management standards, unless an exemption has been granted and is cited in Paragraph 5.3 of this Agreement.

7.12. Profits. It is not permitted for any person or entity to earn a Profit from a Grant, including Fixed Rate Grants. *See, e.g.*, U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-29; 45 CFR §92.22.

7.13. Management of Program Income. Federal rules govern Program Income for federally-funded Grants (2 CFR §215.24). State-funded Grants shall comply with those same requirements.

ARTICLE VIII
ADMINISTRATIVE REQUIREMENTS

8.1. Administrative Requirements. Provider must meet the following administrative requirements with respect to Federal pass-through Grants:

(a) OMB Circular A-110. The uniform administrative requirements for Grants and other agreements with institutions of higher education, hospitals and other non-profit organizations are set forth in OMB Circular A-110 (relocated to 2 CFR Part 215).

(b) OMB Circular A-102. The uniform administrative requirements for the management of grants and cooperative agreements with State, local and Federally-recognized Indian tribal governments are set forth in OMB Circular A-102.

(c) Equipment. Provider must comply with the uniform standards set forth in 2 CFR §§215.31–215.37 governing the management and disposition of property furnished by the Federal government whose cost was charged to a Program supported by a Federal Award. Any waiver from such compliance must be granted by the President's Office of Management and Budget and must be set forth in Paragraph 5.3 of this Agreement.

(d) Procurement Standards. Provider must comply with the standards set forth in 2 CFR §§215.40-215.48 for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

8.2. Audits. Provider must meet the following audit requirements with respect to Federal pass-through grants:

(a) Institutions of higher education and other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and revised OMB Circular A-133 ("Audits of States, Local Governments and Non-Profit Organizations").

(b) State and local governments shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and revised OMB Circular A-133 ("Audits of States, Local Governments and Non-Profit Organizations").

(c) For-profit hospitals not covered by the audit provisions of revised OMB Circular A-133 shall be subject to the audit requirements of the Federal awarding agency.

(d) Commercial organizations shall be subject to the audit requirements of the Federal awarding agency or the prime recipient as incorporated in the award document.

ARTICLE IX
REQUIRED CERTIFICATIONS

9.1. Certifications. Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Provider.

(a) **Bribery.** Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Educational Loan.** Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(d) **International Boycott.** Provider certifies that neither it nor any substantially owned

affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx. 2401 *et seq.* or the regulations of the U.S Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).

(f) **Drug-Free Work Place.** Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that Provider is in compliance with all the provisions of the Illinois Drug-Free Workplace Act (30 ILCS 580/3 and 580/4). Provider further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 45 CFR Part 82.

(g) **Motor Voter Law.** Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg *et seq.*).

(h) **Clean Air Act and Clean Water Act.** Provider certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 *et seq.*)

(i) **Debarment.** Provider certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).

(j) **Pro-Children Act.** Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 *et seq.*).

(k) **Debt to State.** Provider certifies that neither it, nor its affiliate(s), is/are barred from being awarded a contract because Provider, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Provider, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Provider acknowledges DHS may declare the contract void if the certification is false (30 ILCS 500/50-11).

(l) **Grant for the Construction of Fixed Works.** Provider certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Provider shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Provider 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 U.S.C. §§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. Provider shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Sarbanes-Oxley Act.** Provider certifies that neither it nor any officer, director, partner or other managerial agent of Provider 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. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that DHS shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

(o) **Forced Labor Act.** Provider certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).

(p) **Environmental Protection Act Violations.** Provider certifies in accordance with 30 ILCS 500/50-12 that it is not barred from being awarded a contract under this Paragraph. Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).

(q) **Goods from Child Labor Act.** Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (PA 94-0264).

(r) **Abuse of Adults with Disabilities Intervention Act.** Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention 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 Office of Inspector General, Department of Human Services. Provider has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on DHS' behalf and should make a report to the appropriate program office (20 ILCS 2435/1 *et seq.*).

(s) **Procurement Lobbying.** Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Providers 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.

(t) **Restrictions on Lobbying.** Provider certifies that it is in compliance with the restrictions on lobbying set forth in 45 CFR Part 93.

(u) **Business Entity Registration.** Provider 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, Provider 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).

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

(w) **Grant Award Requirements.** Provider certifies that it is in compliance with 45 CFR Part 74 or 45 CFR Part 94.

(x) **Federal Funding Accountability and Transparency Act of 2006.** Provider certifies that it is in compliance with the terms and requirements of P.L. 109-282.

(y) **American Recovery and Reinvestment Act of 2009.** Provider certifies, if applicable, that it is in compliance with the terms and requirements of P.L. 111-5 with respect to reporting fraud, waste and abuse to the Department of Health and Human Services' Fraud Unit. Contact information for reporting fraud, waste and abuse is located at http://www.oig.hhs.gov/fraud/hotline/. Provider shall also report such instances of misconduct to the Secretary of DHS with a copy to DHS' General Counsel and DHS' Chief Financial Officer at the following postal or electronic addresses:

To the Secretary:
401 South Clinton Street, Third Floor
Chicago, Illinois 60607
Michelle.Saddler@illinois.gov

To the General Counsel:
100 West Randolph Street, Suite 6-400
Chicago, Illinois 60601
Brian.Dunn@illinois.gov

To the Chief Financial Officer:
100 South Grand Avenue East
Springfield, Illinois 62762
Carol.Kraus@illinois.gov

(z) **Disclosures.** Provider hereby certifies that all services provided under this Agreement are explicitly identified and described herein. Services not identified in this Agreement are not authorized or chargeable to DHS, including, but not limited to, administrative costs or fiscal agent fees. Provider further acknowledges that DHS is subject to applicable Federal and State laws, rules and policies that are reasonable and necessary to deliver the goods and services as described in the scope of services and required deliverables. Those applicable laws, rules and policies govern the procurement of goods and services as well as the hiring of personnel who perform work or services in an office or position of employment with the State of Illinois. In accordance therewith, Provider hereby certifies, under penalty of applicable laws, that Provider will not provide services that are not specifically described in this Agreement. Provider further agrees that it is in good standing with the State of Illinois, has not been debarred or suspended from conducting business with the Federal government or primary recipients of Federal grants or contracts, and will not retain any individual(s) as staff on behalf of DHS in contravention of State rules and practices governing the hiring of State employees.

ARTICLE X
BACKGROUND CHECKS

10.1. Employee and Subcontractor Background Checks. Provider certifies that neither Provider, nor any employee or subcontractor who works on DHS' 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. Provider will also supply DHS 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 Provider from giving a list within that time. If Provider 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. DHS may conduct criminal background checks on Provider's employees and subcontractors assigned to work on DHS' premises. Provider agrees to indemnify and hold harmless DHS and its employees for any liability accruing from said background checks.

ARTICLE XI
UNLAWFUL DISCRIMINATION

11.1. Compliance with Nondiscrimination Laws. Provider, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*);

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §§2000a- 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(e) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);

(f) Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13166 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and

(g) Charitable Choice: In accordance with P. L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

ARTICLE XII
LOBBYING

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

renewal, amendment or modification of any Federal agreement, grant, loan or cooperative agreement.

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

12.3. Lobbying Costs. If there are any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program budget, and thereafter treated as other Unallowable Costs.

12.4. Subawards. Provider must include the language of this ARTICLE XII in the award documents for any subawards made pursuant to this Award. All subawardees are also subject to certification and disclosure.

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

ARTICLE XIII
CONFIDENTIALITY

13.1. Compliance with Law. Provider shall comply with applicable State and Federal statutes, Federal regulations and DHS administrative rules regarding confidential records or other information obtained by Provider concerning persons served under this Agreement. The records and information shall be protected by Provider from unauthorized disclosure.

ARTICLE XIV
INDEMNIFICATION AND LIABILITY

14.1. Indemnification. Provider agrees to hold harmless DHS against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Provider, with the exception of acts performed in conformance with an explicit, written directive of DHS.

14.2. Liability. Neither Party assumes liability for actions of the other Party under this Agreement including, but not limited to, the negligent acts and omissions of either Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement.

ARTICLE XV
MAINTENANCE AND ACCESSIBILITY OF RECORDS

15.1. Records Retention. Provider shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code §509. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

15.2. Accessibility of Records. Provider shall make books, records, related papers and supporting documentation relevant to this Agreement available to authorized DHS representatives, the Illinois Auditor General, Illinois Attorney General, Federal authorities and any other person as may be authorized by DHS

(including auditors) or by the State of Illinois or Federal statute. Provider shall cooperate fully in any such audit.

15.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in the preceding provision, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

ARTICLE XVI
RIGHT OF AUDIT AND MONITORING

16.1. Monitoring of Conduct. DHS shall monitor Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of Program 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. DHS shall have the authority to conduct announced and unannounced monitoring visits and Provider shall cooperate with DHS in connection with all such monitoring visits. Failure of Provider to cooperate with DHS in connection with announced and unannounced monitoring visits is grounds for DHS' termination of this Agreement.

16.2. Requests for Information. DHS may request, and Provider shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider 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 Provider.

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

ARTICLE XVII
FINANCIAL REPORTING REQUIREMENTS

17.1. Quarterly Reports.

(a) This Paragraph 17.1 does not apply to Fee-for-Service payments. Unless notified in the Exhibits or the Program Attachment to this Agreement, Fixed-Rate payments are exempt from this Paragraph 17.1.

(b) Provider agrees to submit financial reports as requested and in the format required by DHS. If Provider receives funding in excess of $25,000, Provider shall file with DHS quarterly reports describing the expenditure(s) of the funds related thereto. Quarterly reports must be submitted no later than November 1, February 1, May 1 and August 1. Additional information regarding required financial reports is set forth in the applicable Program Manual. Failure to submit such quarterly reports may cause a delay or suspension of funding (30 ILCS 705/1 *et seq.*).

17.2. Close-out Reports.

(a) Fee-for-Service payments are exempt from this Paragraph 17.2.

(b) Provider agrees to provide annual close-out reports within sixty (60) calendar days following the end of the State fiscal year. In the event that this Agreement is terminated prior to the end of the State fiscal year, Provider agrees to provide a close-out report within sixty (60) calendar days of such termination.

17.3. Audited Financial Statements.

(a) Providers not subject to OMB Circular A-133 agree to provide audited financial statements within 120 days after Provider's fiscal year ending on or after June 30, 2013. This deadline may be extended in the discretion of DHS' Chief Financial Officer.

(b) Providers subject to OMB Circular A-133 agree to provide audited financial statements within 180 days after Provider's fiscal year ending on or after June 30, 2013.

(i) In the discretion of DHS' Chief Financial Officer, this deadline may be extended up to nine (9) months after the end of Provider'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 Provider's fiscal year contingent upon approval by the cognizant Federal agency.

17.4. Consolidated Financial Reports.

(a) Providers not subject to OMB Circular A-133 agree to provide Consolidated Financial Reports within 120 days after the Provider's fiscal year ending on or after June 30, 2013. The Consolidated Financial Report must cover the period July 1, 2012, through June 30, 2013, regardless of Provider's fiscal year end.

(b) Providers subject to OMB Circular A-133 agree to provide Consolidated Financial Reports within 180 days after the Provider's fiscal year ending on or after June 30, 2013. The Consolidated Financial Report must cover the period July 1, 2012, through June 30, 2013, regardless of Provider's fiscal year end.

17.5. Compliance with Grant Requirements of Comptroller. All Grant agreements must comply with the requirements of the Illinois Office of the Comptroller applicable to grants including, but not limited to, Accounting Bulletin No. 161, issued on July 2, 2010.

17.6. Compliance with Federal Reporting Requirements. All Grant agreements funded in whole or in part with Federal funds must comply with all applicable Federal reporting requirements.

17.7. Notice. Provider shall immediately notify DHS of any event that may have a material impact on Provider's ability to perform this Agreement.

17.8. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments, or Unallowable Costs.

ARTICLE XVIII
PERFORMANCE REPORTING REQUIREMENTS

18.1. Monthly and Quarterly Reports. Provider agrees to submit Performance Reports as requested and in the format required by DHS. Performance Measures listed in **Exhibit E** must be reported no less frequently than quarterly. Some Providers may be required to submit monthly Performance Reports; in such case, DHS shall notify Provider of same and said monthly reports shall be submitted by the 15th day of the month following the most recent month which is the subject of the report. Quarterly Performance Reports must be submitted no later than the 15th day of the month following the close of the quarter. Failure to submit such monthly or quarterly Performance Reports may cause a delay or suspension of funding. (30 ILCS 705/1 *et seq.*)

18.2. Close-out Performance Reports. Provider agrees to submit a Close-out Performance Report, as requested and in the format required by DHS, within ninety (90) calendar days following the end of the State fiscal year. In the event that this Agreement terminates prior to the end of the State fiscal year, Provider agrees to provide a Close-out Performance Report within ninety (90) days after the expiration or termination of this Agreement.

18.3. Content of Performance Reports. All Close-out Performance Reports must include qualitative and quantitative information on customer characteristics, program objectives, program activities, performance measures and outcomes, and evaluation efforts. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Close-Out Performance Report will be determined by DHS contingent on the Award's statutory, regulatory and/or administrative requirements.

18.4. Performance Standards. If applicable, Provider shall perform in accordance with the Performance Standards set forth in **Exhibit F**.

ARTICLE XIX
AUDIT REQUIREMENTS

19.1. Submission of Audit Report. Provider shall annually submit an independent audit report and/or supplemental revenue and expense data to DHS as required by 89 Ill. Adm. Code §507 (Audit Requirements of DHS) to enable DHS to perform fiscal monitoring and to account for the usage of funds paid to Provider under this Agreement.

19.2. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

19.3. Instructions. If Provider is subject to the audit requirements, DHS will send to Provider, by registered or certified mail, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2013.

ARTICLE XX
SERVICE PROVIDER DIRECTORY

20.1. Inclusion in Directory. Provider shall be listed in DHS' Service Provider Directory, an Internet-based directory of all providers with whom DHS has an agreement to provide services. Provider must provide the following information to DHS for inclusion in the Service Provider Directory:

(a) The legal name of Provider;

(b) Provider's business address;

(c) Provider's business telephone number;

(d) Provider's hours of operation;

(e) The general category of services provided by Provider;

(f) Areas served by Provider; and

(g) Provider's service specialization, if any.

20.2. Multiple Locations. In the event that Provider has more than one location, Provider shall include either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Provider's primary location.

20.3. Update Requirements. Provider must advise DHS immediately any time there is a change to any of the foregoing information so that the change may be reflected in the Service Provider Directory no later than the effective date of the change.

20.4. Submission of Information. The information requested in this ARTICLE XX must be submitted to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, within thirty (30) days after execution of this Agreement.

ARTICLE XXI
INDEPENDENT CONTRACTOR

21.1. Independent Contractor. Provider is an independent contractor under this Agreement and neither Provider nor any employee or agent of Provider is an employee of DHS and does not acquire any employment rights with DHS or the State of Illinois by virtue of this Agreement. Provider will provide the agreed services and achieve the specified results free from the direction or control of DHS as to the means and methods of performance. Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, DHS makes any such equipment and/or supplies available to Provider, Provider's use of such equipment or supplies provided by DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

ARTICLE XXII
TERMINATION; SUSPENSION

22.1. Termination. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

22.2. Breach. DHS may terminate this Agreement immediately in the event Provider substantially or materially breaches this Agreement. In the event that DHS terminates this Agreement as a result of the substantial or material breach of the Agreement by Provider, Provider shall be paid for work satisfactorily performed prior to

the date of termination.

22.3. Suspension. If the Provider fails to comply with terms and/or conditions of this Agreement, DHS may suspend this Agreement, withhold further payment and prohibit Provider from incurring additional obligations pending corrective action by Provider or a decision to terminate this Agreement by DHS. DHS may determine to allow necessary and proper costs that Provider could not reasonably avoid during the period of suspension.

ARTICLE XXIII
POST-TERMINATION/NON-RENEWAL

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

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

(b) Provide copies of all records related to recipient services funded by DHS under this Agreement.

(c) Grant reasonable access to DHS 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 Provider, as well as the identity of any recipients for whom Provider is acting as a representative payee of last resort.

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

ARTICLE XXIV
SUBCONTRACTS

24.1. Subcontracting/Delegation. Provider may not subcontract nor subgrant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of DHS. In emergencies, Provider will request approval in writing within seven (7) days of the use of a subcontractor or subgrantee to fulfill any obligations of this Agreement. Approved subcontractors or subgrantees shall adhere to all provisions of this Agreement.

24.2. Application of Terms. Provider shall advise any subgrantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XXV
INTERNET ACCESS

25.1. Access to Internet. Provider must have Internet access. Internet access may be either dial-up or

high-speed/DSL. Provider must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from DHS. Provider may list additional e-mail addresses at contract execution. The additional addresses may be for a specific department/division of Provider or for specific employees of Provider. Provider may list additional e-mail points of contact in the same manner as listed above. Provider must notify DHS of any e-mail address changes within five (5) business days from the effective date of the change.

ARTICLE XXVI
NOTICE OF CHANGE

26.1. Notice of Change. Provider shall give thirty (30) days' prior written notice to DHS if there is a change in Provider's legal status, Federal employer identification number (FEIN), DUNS number, or address. DHS reserves the right to take any and all appropriate action as a result of such change(s).

26.2. Failure to Provide Notification. Provider agrees to hold harmless DHS for any acts or omissions of DHS resulting from Provider's failure to notify DHS of these changes.

26.3. Circumstances Affecting Performance; Notice. In the event Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Provider's ability to perform under this Agreement, Provider shall notify DHS, in writing, within five (5) calendar days. Such notice must be sent to the Secretary of DHS with a copy to DHS' General Counsel and DHS' Chief Financial Officer at the following postal or electronic addresses:

To the Secretary:
401 South Clinton Street, Third Floor
Chicago, Illinois 60607
Michelle.Saddler@illinois.gov

To the General Counsel:
100 West Randolph Street, Suite 6-400
Chicago, Illinois 60601
Brian.Dunn@illinois.gov

To the Chief Financial Officer:
100 South Grand Avenue East
Springfield, Illinois 62762
Carol.Kraus@illinois.gov

26.4. Effect of Failure to Provide Notice. Failure to provide such notice shall be grounds for immediate termination of this Agreement.

ARTICLE XXVII
ASSIGNMENT

27.1. Assignment Prohibited. Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the Prior Approval of DHS shall render this Agreement null, void, and of no further effect.

ARTICLE XXVIII
MERGERS/ACQUISITIONS

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

ARTICLE XXIX
CONTRACTS WITH OTHER STATE AGENCIES; OTHER REQUIRED DISCLOSURES

29.1. Disclosure. Provider shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party with any other State agency. For each contract or agreement, Provider shall indicate:

(a) The name of the State agency;

(b) The number of the contract(s) or other agreement(s);

(c) The estimated amount of the contract(s) or other agreement(s);

(d) The term of the contract(s) or other agreement(s); and

(e) The nature or purpose of the contract(s) or other agreement(s).

Within thirty (30) days of execution of this Agreement, Provider shall submit **Exhibit G** to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois,62704. Providers with multiple Agreements with DHS for the same fiscal year need to submit **Exhibit G** only once.

29.2. Copies upon Request. Provider shall, upon request by DHS, provide DHS with copies of contracts or other agreements to which Provider is a party with any other State agency.

29.3. Related Parties. Within 30 days of execution of this Agreement, Provider shall disclose all Related Parties.

29.4. Provider Board Membership. Within 30 days of execution of this Agreement, Provider shall submit its Board membership. In the event of changes to the membership of Provider's Board during the term of this Agreement, Provider shall timely notify DHS of such changes.

ARTICLE XXX
CONFLICT OF INTEREST

30.1. Prohibited Payments. Provider agrees that payments made by DHS under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State

including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13).

30.2. Request for Exemption. Provider may request written approval from DHS for an exemption from Paragraph 30.1. Provider acknowledges that DHS is under no obligation to provide such exemption and that DHS may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as DHS may require.

ARTICLE XXXI
TRANSFER OF EQUIPMENT

31.1. Transfer of Equipment. DHS shall have the right to require that Provider transfer to DHS any equipment, including title thereto, purchased in whole with DHS funds. DHS shall notify Provider in writing should DHS require the transfer of such equipment. Upon such notification by DHS, and upon receipt or delivery of such equipment by DHS, Provider will be deemed to have transferred the equipment to DHS as if Provider had executed a bill of sale therefor.

31.2. Meaning of "Equipment". For purposes of this ARTICLE XXXI, equipment means any equipment used in the administration and/or operation of the Program having a useful life of two (2) years or more and an acquisition cost of at least $500.

ARTICLE XXXII
WORK PRODUCT

32.1. Definition of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Provider assigns to DHS all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant DHS any right, title or interest in Provider's intellectual property that has been or will later be developed outside the scope of services provided hereunder.

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

32.3. License to Provider; Objections. DHS grants to Provider 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 DHS at least forty-five (45) days prior to publication or other disclosure. Upon written objection from DHS, Provider shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and DHS administrative rules, from materials before publication. DHS may also object to the publication on grounds other than confidentiality. As to the latter objections, Provider and DHS will attempt to resolve DHS' concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. DHS waives any objections not made to Provider in writing before expiration of the review period.

32.4. Unresolved Objections; Disclaimer. If DHS' objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Provider 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 Illinois Department of Human Services, the Illinois Department of Human Services does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, DHS shall not have the right to control or censor the contents of Provider publications.

ARTICLE XXXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

33.1. Publications, Announcements, etc. In the event that DHS funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the Illinois Department of Human Services." Exceptions to this requirement must be requested, in writing, from DHS and will be considered authorized only upon written notice thereof to Provider.

33.2. Prior Notification/Release of Information. Provider agrees to notify DHS prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with DHS in joint or coordinated releases of information.

ARTICLE XXXIV
INSURANCE

34.1. Purchase and Maintenance of Insurance. Provider shall purchase and 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 and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement.

34.2. Cost of Insurance. If, during the term of this Agreement, Provider's cost of property and casualty insurance increases by twenty-five percent (25%) or more, or if new State regulations impose additional costs on Provider, Provider may request that DHS review this Agreement and adjust the compensation or reimbursement provisions hereof in accordance with any agreement reached, all of which shall be at the sole discretion of DHS and subject to the limitations of DHS' appropriated funds.

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

ARTICLE XXXV
LAWSUITS

35.1. Indemnification. Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. DHS makes no representation that Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXXVI
GIFTS AND INCENTIVES PROVISION

36.1. Gift Ban. Provider is prohibited from giving gifts to DHS employees (5 ILCS 430/10-10). Provider will provide DHS with advance notice of Provider's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Provider in carrying out its

responsibilities under this Agreement.

ARTICLE XXXVII
EXHIBITS; ATTACHMENT AND PROGRAM MANUAL

37.1. Exhibits A through G. **Exhibits A through G** and any documents referenced therein are attached hereto and are incorporated herein in their entirety.

37.2. Attachment and Program Manual. The related Attachment and Program Manual are hereby incorporated into this Agreement and can be found on the following DHS website: http://www.dhs.state.il.us/page.aspx?item=59402.

ARTICLE XXXVIII
MISCELLANEOUS

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

38.2. 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.

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

38.4. No Waiver. No failure of DHS to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a course of business upon which Provider may rely for the purpose of denial of such a right or remedy to DHS.

38.5. Applicable Law. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois.

38.6. Compliance with Law. This Agreement and Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including ARRA and its reporting requirements, Federal regulations, State administrative rules, including 89 Ill. Adm. Code §509, and any and all license and/or professional certification provisions.

38.7. Compliance with Freedom of Information Act. Upon request, Provider shall make available to DHS all documents in its possession that DHS deems necessary in order to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

38.8. Cooperation with Office of the Executive Inspector General. In the event that Provider is contacted by the Office of the Executive Inspector General for the Agencies of the Illinois Governor, Provider shall cooperate fully with any request made by the Inspector General and his/her designee including, but not limited to, requests for documents and interviews.

38.9. Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

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

38.11. Entire Agreement. Provider and DHS understand and agree that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Provider or DHS.

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

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EXHIBIT A

SCOPE OF SERVICES

FEDERAL PROGRAM NAME: GENERAL REVENUE FUNDS
STATE PROGRAM NAME: FAMILY CASE MANAGEMENT-DOWNSTATE

PURPOSE OF GRANT

CFDA: 93.994 - Appropriation Code: 82001440D
Appropriation Desc: INFANT MORTALITY
Appropriation Amount: $466,270.00
Maintenance of Effort (MOE): Yes
Matching Funds: No

CFDA: 93.667 - Appropriation Code: 824084400
Appropriation Desc: COMMUNITY GRANTS
Appropriation Amount: $37,900.00
Maintenance of Effort (MOE): No
Matching Funds: No

Family Case Management Purpose:
The Illinois Department of Human Services contracts with local health departments, community based agencies and Federally Qualified Health Centers to provide case management services to at-risk pregnant women, infants and special needs children across Illinois. Additionally, public health nurses provide follow-up of high-risk infants and children who have been identified through the state APORS system, up to 2 years of age.
The goal of service is to decrease infant mortality and morbidity, improve pregnancy outcomes and reduce incidence of prematurity and low birth weight. Providers are responsible for assessment of client needs, linkage with Medicaid and primary medical care, referral for assistance with identified social needs, and coordination of care.

Objective of CFDA# 93.667, Social Services Block Grant: To enable each State to furnish social services best suited to the needs of the individuals residing in the State. Federal block grant funds may be used to provide services directed toward one of the following five goals specified in the law: (1) To prevent, reduce, or eliminate dependency; (2) to achieve or maintain self-sufficiency; (3) to prevent neglect, abuse, or exploitation of children and adults; (4) to prevent or reduce inappropriate institutional care; and (5) to secure admission or referral for institutional care when other forms of care are not appropriate.

------ END OF PROGRAM: FAMILY CASE MANAGEMENT-DOWNSTATE -------

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Provision of Services
The Provider will provide case management services to pregnant women, infants and high-risk children as described in the "Maternal and Child Health Services Code," 77.Ill. Adm. Code 630, as amended, which is hereby fully incorporated into this Agreement by reference and also 77 Ill. Adm. Code 630.40 for High Risk Follow-up. The Provider shall provide services to clients who reside in the geographic area designated by the Department. For Federally Qualified Health Centers (FQHC), the Provider shall provide case management services to families who reside outside the designated geographic area, if the Provider is providing medical care to the family. In the geographic area with multiple providers, where a client transfer policy exists, the Providers agree to follow the "Client Transfer Policy". The Provider shall fully comply with the requirements for certification as a case management agency pursuant to the Maternal and Child Health Services Code. The method to be used for computing the family's eligibility with regard to income is described in the Supplemental Nutrition Program for Women, Infants and Children (WIC) Policy and Procedure Manual.
The Department will not pay for families enrolled with more than one Provider, except in special situations that require prior approval with the Department.
The Provider shall continuously employ at least one registered nurse for the purpose of appropriately assessing the medical risk of clients.
Children over the age of one who are not Illinois Department of Children and Family Services (DCFS) Wards or a referral from Adverse Pregnancy Outcome Reporting System (APORS) can only be served if the budget allows.
Case Management (Medicaid Eligible): Case management services provided by the Provider to Medicaid eligible families and Provider identified high-risk Medicaid eligible "children families" shall be paid with Case Management funds. It is expressly understood that the purpose of Medicaid case management is to assist Medicaid enrolled pregnant women, infants and high-risk children in obtaining and complying with medical and dental care. If clients are enrolled with a managed care entity, the case management agency must notify the medical provider in writing the name of the case management agency, the name of the case manager, phone number and address.
Case Management (Medically indigent): Case management services provided by the Provider to families who are not eligible for Medicaid services shall be paid with Case Management funds. However, the Provider may elect to use Medically Indigent funds to provide services to Medicaid Eligible clients in the event the Provider serves more Medicaid Eligible clients than it has Medicaid funds to support.
The Provider agrees to maintain certification with the Department as a case management agency in accordance with the requirements of the Maternal and Child Health services Code, as amended.

System Support
Primary Care: Family Case Management funds may be used to pay for Primary Care, if there is no other source of payment. The Provider will provide or arrange for comprehensive prenatal services to medically indigent non-Medicaid women and ambulatory primary health care services to medically indigent children (from birth through 18 years of age) in accordance with the Department's applicable rules in the Maternal and Child Health Services Code. It is expected that all Medicaid-eligible families are offered and provided assistance in applying for coverage.
Outreach: The Provider will conduct outreach activities to potentially Medicaid eligible children or child health insurance eligible children and pregnant women, as defined in the Maternal and Child Health Services Code. Providers are required to engage in Outreach efforts to locate eligible high-risk clients within their assigned geographic area.
Support Services: The Provider may provide support services to case management clients including,but not limited to: transportation, child care, and prenatal or parenting education programs. The support services must contribute to the goals and objectives of the Provider's case management program.

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Maternal and Child Health Network Development: The Provider will work with the Department to develop a community-based system of preventive, primary and specialty care for women and children that is collaborative, family-centered, culturally competent, comprehensive, coordinated, universal, accessible, developmentally appropriate and accountable.
System development activities could include community-based needs assessment and planning; collaboration with other service providers in the community for service development and integration; participating in Department-sponsored staff development and training activities; consultation with other Department Providers; or program evaluation efforts.

The Provider shall work closely with primary care physicians and dentists and community agencies. Work with primary care physicians and dentists must be directed to increase access to primary health and dental care for eligible children, pregnant women and women of child-bearing age; to ensure these physicians and dentists agree to make referrals for specialty services as they deem appropriate; to increase physician participation in the Maternal and Child Health and Medicaid programs; and to maximize service coordination.

Community agencies that may be included in system development activities are those agencies which provide services to women and children, including providers of specialized services to specific populations, such as services for substance abusing clients, early intervention services or services to children with special health care needs. In particular, this includes the Division of Specialized Care for Children of the University of Illinois; Local Interagency Councils for Early Intervention Services and early intervention service providers; and Childand Adolescent Local Area Networks.

The Provider may use funds from this Agreement to hire an employee for the purpose of engaging in local Maternal and Child Health system development activities within the Provider's service area. The Provider hereby agrees to allow such staff to participate in Department sponsored Maternal and Child Health leadership development activities.

Chicago area providers agree to follow the City of Chicago County of Cook Client Transfer Policy
All clients will be given All Kids" information and will be given information about "All Kids" application agent closest to them.

All clients will receive education materials about the importance of well-child visits and EPSDT services; to include but not be limited to, immunizations, dental/oral health, lead, etc.

All Medicaid clients will receive information on the availability of free transportation assistance to and from medical care and how to access the transportation. A notice on "free of charge" transportation service assistance will be posted so all clients can view such information. All Providers will market the availability of these transportation services to Medicaid eligible clients by posting signage in client waiting rooms, clinic rooms, etc.

All Medicaid eligible clients will receive copies of the Healthcare and Family Services DentaQuest packets, and Providers will make every effort to link clients with a dentist in their community. DentaQuest packets and other oral health materials can be ordered by contacting Illinois Department of Healthcare and Family Services dental program.

In accordance with the PPMD Act, all women will receive information on post-partum mood disorders; and providers will provide screening and referral as appropriate. DHS will provide a Post-partum Depression Brochure to be given to clients.

Licensed health care workers providing Family Case Management (FCM) prenatal care and

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postnatal care to woman shall screen new mothers forpostpartum mood disorder symptoms at a prenatal check-up visit in the third trimester of pregnancy and at the initial postnatal check-up visit thereafter until the infant's first birthday or provide documentation that screening was completed by another licensed provider.

FCM licensed health care workers providing pediatric care to an infant shall screen the infant's mother for postpartum mood disorder symptoms at any well-baby check-up at which the mother is present prior to the infant's first birthday in order to ensure that the health and well-being to the infant are not compromised by an undiagnosed postpartum mood disorder in the mother.

FCM licensed health care workers providing prenatal and postnatal care to a woman shall include fathers and other family members, as appropriate; in both the education and treatment processes to help them better understand the nature and causes of postpartum mood disorders.

All FCM licensed health care workers will provide perinatal depression educational materials to include, but not be limited to, at minimum the DHS Perinatal Depression Brochure which can be ordered from DHS at no charge to the provider.

For purposes of the PPMD Act, screenings shall consist of the Edinburg Postnatal Depression Scale, which the new mother shall complete upon checking in for her appointment or the infant's appointment prior to being seen by the physician or other licensed health care worker.

The provider must ensure the FCM Information System (Cornerstone) is fully operational and maintained per state standards.
Risk-Screening Tools
Selected agencies may participate in a project for testing and evaluation of Risk Screening Tools and modification of service delivery requirements. Criteria for selection and inclusion will be shared with all agencies by May 30th. All new participating agencies must submit an agency workplan for review and approval by June 30th. The plan will include a detailed description of how minimum programrequirements will be met in the identified service delivery area. Providers who continue in the project will be required to submit any changes to their workplan by June 15st of each year. New participating agencies must participate in a mandatory training offered by the end of June. Program monitoring will be conducted using a review tool developed for the project.

Reports
The Provider will collect the information specified in the Department's Cornerstone reporting system, and use this software package to record and submit to the Department information on case managed families, as well as the activity and expense information specified in the Maternal and Child Health Services Code.

The Provider is responsible for accurate reporting by its employees of the case management activities performed under this Attachment. Each case manager or outreach worker will supply a record of client
contacts in detail for the month, in accordance with the Maternal and Child Health Services Code and the Department's Cornerstone reporting system. The Provider agrees to be fully liable for the truth, accuracy and completeness of all reporting. Any submittal of false or fraudulent reports or any concealment of a material fact shall be cause for immediate termination and may be prosecuted under applicable federal and state laws.

The Provider shall provide information specified by the Illinois Department of Healthcare and Family Services to the client's medical care provider or managed care entity to ensure

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care coordination.

Case Management Time Studies
During one time period of each quarter of the state fiscal year, the Provider shall perform a comprehensive daily time study of all activities. The time study period shall include at least one full pay period or ten consecutive working days, whichever is longer. The time study period for each quarter shall be selected randomly by HFS, who will notify DHS of the 10 day period. DHS will then send notice out to Providers of the time study period in a Beginning-of-Day message as well as in email to program administrators and coordinators. Such information shall be submitted by the Provider through the Department's Cornerstone reporting system to the Department. This will require completing the Time and Activity Reporting Log; submitting the information specified by the Department; and complete staff and operating expenses in the data collection system. This information must be entered within 30 days after the close of the month in which the time study was conducted. Providers are encouraged to do continuous time studies. Payments will be held if cost documentation has not been entered into Cornerstone.
During the remainder of each quarter of each fiscal year, the Provider will record all case management encounters with assigned clients by completing the following items on the Time and Activity Reporting Log: 1) date; 2) activity code; 3) contact type; and 4) a contact site.

Should the Provider believe that one pay period does not accurately reflect the agency's case management activities, the study period may be extended at the Provider's discretion to include the entire month in which the time study period chosen by the Department occurs.

If directed to do so by the Centers for Medicare and Medicaid Services, the Department will require the Provider to extend the time study period. The Provider agrees to extend the time study period as directed by the Department.

Quality Assurance
The Provider shall maintain a quality assurance process and shall submit to the Department an updated Quality Assurance Plan or Integrated Plan for Maternal Child Health (MCH) Outcomes. This Quality Assurance Plan, or Integrated Plan for Maternal Child Health (MCH) Outcomes, shall include a client satisfaction survey. The Quality Assurance Plan is due May 31, 2013.

The Department, or its designee, will monitor the delivery of case management activities through site visits and review of the Department's Cornerstone reporting system data and other documentation as required by the Maternal and Child Health Services Code and this Attachment.

Medicaid Enrolled Clients
An enrollment list of Medicaid enrolled clients will be provided to the Provider by the Department each month. The Provider will contact and enroll in case management each client currently not being case managed.
Performance Standards
The Provider must meet the performance standards outlined in the Program Goals below and in the Contract Exhibit E: Performance Measures within the Community Service Agreement.
Program Goals
The Provider will work toward meeting the following program goals: Meeting 100% of assigned caseload.
Comprehensive Needs Assessment and Case Management Care Plan: Ninety percent (90%) of all families enrolled in case management shall receive comprehensive needs assessment and case management care plan within forty-five (45) calendar days of successful contact. This will

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include the 700, 701, 708 or 707D Cornerstone Assessments.

Home Visits: At least 75% of families enrolled in case management with one or more children under 12 months of age or a pregnant member shall receive home visits. Home visits will be conducted according to the requirements of the Maternal and Child Health Services Code. A case management home visit to any family member eligible for case management will satisfy the requirement for conducting a home visit to all family members. The 706 Assessment must be completed at the time of the visit.

Face-to-Face Contacts and Referrals: Eighty percent (80%) of all families being case managed shall receive the required face to face contacts and appropriate referral. Referrals include WIC, prenatal or Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services (pediatric primary medical care), as identified in the Maternal and Child Health Services Code.

Medical Care Coordination: Evidence of medical care coordinationshall include the following performance standards: childhood immunizations - 90%; EPSDT participation at age one year of age - 80%; adequacy of prenatal care as measured by the Kessner Index and or Kotelchuck Index - 80%; linkage with a Primary Care Provider - 95%; EI referral (if applicable) -100%; and all referrals (specialty care, mental health, housing, etc.) as documented on the Cornerstone system referral screens (RF01) shall be documented in Provider's electronic files. 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 Provider will document the clients completion or failure to complete the referral in the comment section of the RF01 screen.

All infants (100%) in the FCM program are to receive an objective developmental screening (within the first 12 months of life) using an objective screening tool (i.e. Denver II, Ages & Stages). The Provider should make every effort to coordinate care with the Primary Care Provider, rather than to duplicate services.

Measurement of Performance
The performance of a needs assessment and development of an individualized care plan will be measured through the data reporting system during the scheduled review visit.

The occurrence of home visits will be measured through Department's automated data reporting system. The content of home visits will be measured through annual electronic chart review during the scheduled review visit.

The occurrence of face-to-face contacts will be measured through the Department's automated data reporting system.

Medical Care Coordination will be measured during the scheduled review visit.

Coordination with immunization, EPSDT, prenatal care, WIC and early intervention referral will be measured through agency reports from Cornerstone and performance review.

Objective Developmental Screenings on siteorbyappropriate referral at least one first 12 months of life. The occurrence of prenatal and postpartum depression screening will be measured through the Department's automated data reporting system.

Penalties for Failure to Meet Performance Standards
The Department may impose sanctions for lack of performance to include:

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The Provider will be placed on Provisional Certification (pursuant to the Maternal and Child Health Services Code) if the Provider fails to meet all standards as set forth in the Performance Standards presented above for three consecutive months. Provisional Certification can occur at anytime during the full certification period if performance standards are not met. The Provider may be placed on Provisional Certification if the standards set forth in the Maternal and Child Health Code are not met.
If placed on Provisional Certification, the Provider must submit to the Department a written corrective action plan within thirty (30) calendar days of notification of the provisional certification.
If placed on Provisional Certification, the Provider must: a) meet with the Department's Program Review Team and Program coordinator and review the correction action plan; b) submit quarterly reports to the Department on progress toward the corrective action; and c) agree to quarterly site visits by the Department Program staff for the purpose of tracking successful implementation of corrective action plan. If, in the opinion of the Department, sufficient progress is not made toward fulfilling the corrective action plan, monthly reports will be required.
If the Provider fails to meet required standards or fails to submit or adequately perform a corrective action plan by the next scheduled annual site visit, the Provider may face loss of funds through termination for cause or non-renewal of this Agreement.
If the Provider fails to achieve full Certification status for two consecutive periods, the Provider may face termination of this Agreement.

Family Case Management - Medical Case Management for DCFS Wards/Downstate
DCFS Ward means a child under the legal care and custody of the Illinois Department of Children and Family Services (DCFS) and who is placed in substitute care. Medical case management refers to medically-related services provided by a person trained or experienced in medical or social services as described in 77 Ill.Adm.Code 630.220, as amended, unless otherwise specified below.
Nothing in this Agreement, or contracts or agreements developed pursuant to this Agreement, shall be construed to identify the Illinois Department of Human Services or the Provider or any Subcontractor Agency as an agent of DCFS, or to assign DCFS responsibilities under the Consent Decree to the Department or the Provider or any Subcontractor Agency.

The Provider will provide medical case management services to all DCFS Wards, birth through age five (5) years, and pregnant DCFS Wards and children of parenting DCFS Wards, residing in the Provider's service area. The Provider will obtain previous health care histories on each DCFS Ward in the care and custody of the Illinois Department of Children and Family Services at the time of the execution of this Agreement and are assigned to the Provider for medical case management services; ensure that DCFS Wards receive preventive health care services; ensure that DCFS Wards select a Primary Care Provider; develop health care plans for inclusion in each DCFS Ward's service plan; and ensure that follow-up health care services are received as medically appropriate.

The Provider shall meet with the Lead Agency at least quarterly to monitor, review and discuss the provider's compliance with the performance standards specified on page 15 in DCFS HealthWorks Lead Agency Program Manual HealthWorks of Illinois.
The Provider shall follow the DCFS statewide Medical Protocol for Drug Endangered Children (DEC) in illegal methamphetamine labs and the related outlineforrole and responsibilities of the HealthWorks Lead Agency and Medical Case Management Agencies. The DEC Protocol addresses the medical needs of the children living in homes where methamphetamine and/or illegal drugs are being manufactured. This protocol is in conjunction with the Statewide Operational Agreement between DCFS and Illinois Law Enforcement agencies for responding to families involved in drug manufacturing where children are expected to be present or found in the home.

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Case Closure
DCFS Wards assigned to the Provider must remain active cases while the DCFS Ward is in the care and custody of the Department of Children and Family Services and resides in the Provider's service area. Case management activities must be terminated when the DCFS Ward leaves the care and custody of the Department of Children and Family Services or when the DCFS Ward reaches six (6) years of age, (except for pregnant DCFS Wards, who shall remain as active cases).

Activities
Medical case management for DCFS Wards to be provided by the Provider includes the following activities, as described in the Handbook:

Assure that each Ward has selected a HealthWorks of Illinois Primary Care Physician and that the Lead Agency is notified of the selection or any change in the selection. If the selected Primary Care Physician is not enrolled in HealthWorks, the medical case management Provider will provide the Lead Agency with all information needed for recruitment as a HealthWorks Provider;

Assure all follow-up of any medical needs identified in the initial or comprehensive health screenings are completed in an appropriate manner;

Contact with the substitute care giver will occur within 48 hours of assignment;

Develop an Individualized Health Care Plan; provide this to the caseworker only if the caseworker requests care plan.

HealthWorks Health Summary Transfer Tool (for use by Medical Case Management Agency) is to be completed prior to the childs (0-5 years ofage) Administrative Case Review (ACR) to provide the child welfare worker (DCFS or POS) with a summary of health information in order to ensure that the childs well-being needs are met. The tool is also to be completed when the medical case management agency change or when the case closes.

Any material received after the 45-day Interim Case Management Period shall be sent to the child's caseworker within three (3) business days of receipt and a copy kept on file.

Participate in administrative case reviews, if requested by the DCFS caseworker, due to anticipated discussion of medical issues;

Include the biological parents in health care planning, as possible;

Ensure that adolescent DCFS Wards receive family planning counseling and services (if appropriate);

Coordinate Health Care services by assisting in scheduling and arranging transportation to medical services;

Maintain in a local file, records of health services provided to DCFS Wards, ensuring all copies of medical records are sent to the DCFS caseworker within three (3) days of receipt of the documentation of services from providers including information received from the Lead Agency, assure the Primary Care Provider has all required copies of the DCFS medical records for each Ward;

Perform data input of medical case management and medical information using Department's Cornerstone reporting system, ensuring all DCFS client data, including but not limited to,

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immunization history, EPSDT and HealthWorks of Illinois Primary Care Physician, is entered in Cornerstone System within fifteen (15) business days of receipt of the documentation of services;

Assure effective reassignment and transition of responsibilities for providing medical case management activities to appropriate DCFS and POS agency staff without loss of continuity of health care; and

Assure that the Ward maintains the selection of their HealthWorks of Illinois Primary Care Provider by continuous useof thatProvider for all preventive health care services.

Conduct follow-up with substitute care givers, caseworkers and primary care providers to assure compliance with school health requirements for immunizations and well child examinations.

Prepare and submit, for pregnant Wards 6 weeks postpartum, a "report on Prenatal Services and Pregnancy Outcomes" to the Lead Agency.

After Interim Medical Case Management services, conduct follow-up, as requested by the Lead Agency, of health care services for special populations, such as substance-exposed infants, developmentally delayed children, etc.

Provide the signed ordinary and routine medical care consent form that is furnished by DCFS to a Ward's healthcare provider upon request so as to expedite the Ward's access to health services.
Exclusions

THE PROVIDER WILL NOT BE REQUIRED TO PERFORM THE FOLLOWING ACTIVITIES IN PROVIDING MEDICAL CASE MANAGEMENT SERVICES FOR DCFS WARDS:
Ensure the timely provision of consents for medical treatment of DCFS Wards involving major medical services;

A psychosocial assessment of the DCFS Ward's family;

An assessment of the support systems available to the DCFS Ward's parents or substitute care givers;
Case management functions not related to medical care which will be provided by DCFS. In general, DCFS will ensure medical benefits are established under the Medicaid program, ensure that housing, day care and environmental needs are met and assess job training and employment needs. These activities include:
home visits, for child welfare purposes, except pregnant Wards and the infants up to 1 year of age of parenting Wards;
assisting DCFS Wards in establishing medical benefits under the Medicaid program;
performing an equivalent of an environmental assessment through the DCFS substitute care licensure process;
performing assessments to determine need for social, educational, vocational services;
performing assessments to determine need for transportation services to other than health care services;
assessing need and making referrals for job training and/or employment;
assessing need and making referrals for child care while substitute care giver is working or in school;
communicating with the Provider, substitute care giver and physician regarding the medical status of DCFS Wards for the development of the individualized health care plan by the Provider for all scheduled DCFS Administrative Case Reviews.

EXHIBIT B

DELIVERABLES

Providers of medical case management services are not responsible for HealthWorks of Illinois (HWIL) Lead Agency activities described in DCFS HealthWorks Lead Agencies Program Manual HealthWorks of Illinois.

Performance Standards
The Provider will provide medical case management services to all DCFS Wards from birth through age five (5) years, pregnant Wards and children of parenting Wards, in accordance with Family Case Management program standards:

at least 95% of all DCFS Wards are linked to a HealthWorks of Illinois Primary Care Physician and the selection is known to the HealthWorks Lead Agency. All Physicians who are not enrolled in HealthWorks will be referred to the Lead Agency for recruitment;

at least 95% of DCFS Wards receive documented medical services according to EPSDT standards, including annual exams for DCFS Wards two (2) years of age and older;

at least 95% of DCFS Wards have documentation entered in the Department's Cornerstone reporting system that they are current on needed immunizations;

at least 90% of DCFS eligible Wards have written Individualized Care Plans;

at least 95% of DCFS Wards receive documented needed services including specialty care per the Individualized Health Care Plan;

at least 95% of all written documentation of receipt of health care services (immunizations, EPSDT or annual exams, referrals, acute care services, etc.) has been sent to the child's caseworker within three (3) days of receipt of health documentation;

at least95%of all Wards with special health care needs according to DCFS guidelines are referred to the DCFS Regional nurse and documentation of the written referral is kept on file;

at least 95% of all Wards assigned to the Provider will have first contact initiated within two (2) business days of assignment;

at least 95% of all Wards in the Provider's jurisdiction shall have successful contact by the case manager within thirty (30) days of assignment.

Reports
The Provider outside of Cook County will receive, review and utilize the following DCFS reports:

Weekly
Downstate HealthWorks for Children Age Six and Older (new open, new close, provider change)
Downstate HealthWorks for Children Less than Six Years of Age Report (new open, new close, provider change)
Downstate HealthWorks Pregnant Wards Report
Monthly
Downstate HealthWorks parenting Wards and Their Children Report
Downstate HealthWorks for Children Who will turn six within the next 35 days (open cases only)
The Provider will also receive, review, and utilize per the process given above any additional reports developed by the Department and DCFS during the term of this Agreement.

EXHIBIT B

DELIVERABLES

Family Case Management - For High Risk Clients
If the Provider is notified by the Department that they are a "Family Case Management - For High Risk Clients" Provider, the Provider will use Case Management and Title XX Health Support Services funds, if included in this award, to provide case management services to families with high-risk infants identified by the Adverse Pregnancy Outcome Reporting System (APORS); high-risk pregnant women identified by Level III Perinatal Facilities; infants diagnosed with a high-risk condition after newborn hospital discharge; and/or infants and children at medical and/or environmental risk because of an adolescent parent, drug-abusing parent or other high-risk situation identified by the Provider. In addition to Title XX Health Support Services funds, the Providermayuse Medicaid and/or Medically Indigent funds to provide services to high-risk clients.

Quality Assurance
This Quality Assurance Plan shall include a client satisfaction survey. Providers providing services to APORS clients will survey a random sample of participants to assess their views on services provided.

Program Goals
The Provider will work toward meeting the following program goals:
Comprehensive Needs Assessment and Case Management Care Plan: Ninety percent (90%) of all families enrolled in case management for high risk clients shall receive comprehensive needs assessment and case management care plan within forty-five (45) calendar days of successful contact. This will include the 700, 701, 708 or 707D Cornerstone Assessments.

Home Visits: At least 75% of families enrolled in case management for high risk clients with one or more children less than 12 months of age shall receive home visits. Home visits will be conducted according to the requirements of the Maternal and Child Health Services Code. A case management home visit to any family member eligible for case management will satisfy the requirement for conducting a home visit to all family members. The 706 Assessment must be completed at the time of the visit.

Face-to-Face Contacts and Referrals: Eighty percent (80%) of all families being case managed shall receive the required face to face contacts and appropriate referral. Referrals include WIC, prenatal or Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services (pediatric primary medical care), as identified in the Maternal and Child Health Services Code.

Medical Care Coordination: Evidence of medical care coordination shall include the following performance standards: childhood immunizations - 90%; EPSDT participation at age one year of age - 80%; linkage with a Primary Care Provider - 95%; EI referral (if applicable) -100%; and all referrals (specialty care, mental health, housing, etc.) as documented onthe Cornerstone system referral screens (RF01) shall be documented in Provider's electronic files. 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 Provider will document the clients completion or failure to complete the referral in the comment section of the RF01 screen.

All infants (100%) in FCM for high risk clients are to receive an objective developmental screening (within the first 12 months of life) using an objective screening tool (i.e. Denver II, Ages & Stages). The Provider should make every effort to coordinate care with the Primary Care Provider, rather than to duplicate services.

Measurement of Performance
The performance of a needs assessment and development of an individualized care plan will

EXHIBIT B

DELIVERABLES

be measured through the data reporting system during the scheduled review visit.

The occurrence of home visits will be measured through Department's automated data reporting system. The content of home visits will be measured through annual electronic chart review during the scheduled review visit.

The occurrence of face-to-face contacts will be measured through the Department's automated data reporting system.
Medical Care Coordination will be measured during the scheduled review visit.

Coordination with immunization, EPSDT, WIC and early intervention referral will be measured through agency reports from Cornerstone and performance review.

Objective Developmental Screenings on site or by appropriate referral at least one first 12 months of life will be measured through agency reports from Cornerstone and performance review.

The occurrence of prenatal and postpartum depression screening will be measured during the scheduled review visit.

Penalties for Failure to Meet Performance Standards
The Department may impose sanctions for lack of performance to include:The Providerwill be placed on Provisional Certification (pursuant to the Maternal and Child Health Services Code) if the Provider fails to meet all standards as set forth in the Performance Standards presented above for three consecutive months. Provisional Certification can occur at anytime during the full certification period if performance standards are not met.

High-risk infant (APORS) follow-up is governed by IDPH APORS guidelines, and described in detail in the DHS High-risk Infant Follow-up Manual, and in Maternal and Child Health Code 77 Ill. Administrative Code 630.40.

------ END OF PROGRAM: FAMILY CASE MANAGEMENT-DOWNSTATE -------

EXHIBIT C

PAYMENT

Provider shall receive an estimated total compensation of $504,170.00 for services under this Agreement.

Enter specific terms of payment here:

A. Payments to the Provider will be made on a prospective basis, rounded to the nearest $100.00. Federally funded programs will be prospectively issued 1/12th of the funded amount and General Revenue (State) funded programs will be prospectively issued 3/12th (3 months) of the funded amount. Subsequent prospective payments will be issued based on previously submitted documented expenditures. The final prospective payment may be greater or lesser than the previous payments due to rounding.

B. The Department will compare the amount of the prospective payments made to date with the documented expenditures provided to the Department by the Provider. In the event the documented services provided by the Provider do not justify the level of award being provided to the Provider, future payments may be withheld or reduced until such time as the services documentation provided by the Provider equals the amounts previously provided to the Provider. Failure of the Provider to provide timely documentation may result in a reduction to the total award.

C. 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.

------ END OF PROGRAM: FAMILY CASE MANAGEMENT-DOWNSTATE -------

Estimated Annual Contract Amount: $504,170.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

All notices required or desired to be sent by either Party shall be sent to the persons listed below.

	DHS CONTACT		PROVIDER CONTACT
Name:	Glendean Sisk	Name:	Patrick McNulty
Title:		Title:	Public Health Administrator
Address:	401 S Clinton St Chicago, IL 60607	Address:	2200 North Seminary Avenue Ro Woodstock, IL 60098-2621
Phone:	312-814-1354	Phone:	815-334-4510
TTY #:		TTY #:	
Fax #:	312-793-4666	Fax #:	815-338-7661
E-mail Address:	glendean.sisk@illinois.gov	E-mail Address:	pjmcnult@co.mchenry.il.us

EXHIBIT E

PERFORMANCE MEASURES

Case Management - Compensation documentation for case management services provided by the Provider will be based upon information submitted to the Department via the Department's automated data reporting system. Documentation will be calculated by the Department based on rates established by the Department. The Department will notify the Provider of the applicable rates under separate cover.
Reconciliation of Case Management Payments to Cost - The Provider must demonstrate through the Department's automated data reporting system and cost reporting requirements that payments received from the Department do not exceed the Provider's allowable costs in performing the case management services described in this Attachment.

Should the Provider demonstrate allowable costs less than the payment from the Department, the Department may recoup the over payment from the Provider by offset or by requiring direct repayment to the Department, as appropriate.

The Provider hereby waives the right to any reimbursement or further payment for any bill or reimbursement request which is received by the Department more than sixty (60) calendar days after the end of the Agreement period.

If the number of Medicaid cases receiving active case management remains below budgeted case load for three consecutive months, adjustments will be made to reduce subsequent payments.

Primary Care - Compensation documentation for primary care services provided by the Provider will be based upon information submitted on the Department's Primary Care Quarterly Claim Form. Documentation will be calculated by the Department based upon services provided at established Illinois Department of Healthcare and Family Services rates. The Provider shall submit the Primary Care Quarterly Claim Form to the following address:

Fax: 217-524-2491
Email: tom.evering@illinois.gov

The Provider agrees to maintain certification with the Department as a case management agency in accordance with the requirements of the Maternal and Child Health Services Code, as amended.

If the Provider fails to report required data for three consecutive months, the monthly prospective payments may be withheld until such time that all required data has been received by the Department.
System Support Services shall use the standard expenditure documentation form as stated in Section VII of the Attachment, Reporting Requirements.

SECTION VII OF THE Attachment, Reporting Requirements:
The Provider shall use the following methodology to document the use of these funds:

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. The Provider shall use generally accepted accounting practices to record expenditures and revenues as outlined in 89 Ill. Adm. Code 509, DHS Fiscal Administrative Recordkeeping and Requirements.

EXHIBIT E

PERFORMANCE MEASURES

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.

Expenditure documentation forms shall be submitted in a format, defined by CHP, to the Department on a monthly basis, by the 15th day of the following month.

The Provider shall submit expenditure documentation forms by one of the following means:

Email: tom.evering@illinois.gov
Fax: 217-524-2491

Expenditure documentation must be submitted in the format defined by the Division of Family and Community Services. Expenditures must be received by the Department no later than the 15th day of the month following the month of service. Any change in this schedule must be submitted in writing to the Department. Final billings must be received by the 15th day of the month following the end of the Agreement period.

------ END OF PROGRAM: FAMILY CASE MANAGEMENT-DOWNSTATE -------

EXHIBIT F

PERFORMANCE STANDARDS

Family Case Management Performance Measures
1. 1st Trimester Enrollment (into FCM) as measured by daily entry of client data into Cornerstone Data Entry Screens: PA03 (Participant Enrollment); PA15 (Program Information); PA 07 (Initial Prenatal); SV02 (Activity Entry)
STANDARD: 1st Trimester Enrollment Goal: 60%

2. Prenatal Face to Face Visits as measured by daily entry of client data into Cornerstone Data Entry Screens: PA07 (Initial Prenatal); SV02 (Activity Entry)
STANDARD: Prenatal Face to Face Visits Goal: 80%

3. Infant Face to Face Visits as measured by daily entry of client data into Cornerstone Data Entry Screens: SV02 (Activity Entry) screen
STANDARD: Infant Face to Face Goal: 80%

4. Fully Immunized One Year Olds as measured by timely entry of client data into Cornerstone Data Entry Screens: PA03 (Participant Enrollment); PA15 (Program Information, if running IMZ clinic); PA12 (Immunizations); PA13 (IMZ History); PA14 (Future IMZ); SV01 (Service Entry, if given by agency); SV02 (Activity Entry); SV02-100 (Activity Entry, if CM agency only)
STANDARD: Fully Immunized One Year Olds Goal: 90%

5. At least 3 Well-Child Visits as measured by timely entry of client data into Cornerstone Data Entry Screens: PA03 (Participant Enrollment) PA15 (Program Information) SV01 (Service Entry)
STANDARD: At least 3 Well-Child Visits Goal: 80%

6. Integration with WIC as measured by timely entry of client data into Cornerstone Data Entry Screens: PA15 (Program Information) AS01 (Assessments: 707-D Maternal or 708 q.81 Infant) RF01 (Referrals, if indicated for providers who arent co-located with WIC) CM02 (Goals) CM03 (Planned Services)
STANDARD: Integration with WIC Goal: 95%

7. Minimum of 1 Developmental Screening Completed in First 12 Months of Life as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-824 (Service Entry)
STANDARD: Minimum of 1 Developmental Screening Completed in First 12 Months of Life Goal: 100%

8. Minimum of 1 Perinatal Depression Screening Completed Prenatally (3rd Trimester per FCM contract) as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-825 (Service Entry)
STANDARD: Minimum of 1 Perinatal Depression Screening Completed Prenatally Goal: 100%

9. Minimum of 1 Postpartum Depression Screening Completed as measured by timely entry of client data into Cornerstone Data Entry Screens: SV01-825 (Service Entry) PA10 (Postpartum Data)
STANDARD: Minimum of 1 Postpartum Depression Screening Completed Goal: 100%

------ END OF PROGRAM: FAMILY CASE MANAGEMENT-DOWNSTATE -------

Agreement No. FCSRE01570

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Provider is a party with any other State agency, state:

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

State Agency	Number of Contract(s) or other Agreements(s)	Estimated Amount of Contract(s) or other Agreement(s)	Term of Contract(s) or other Agreement(s)	Nature or Purpose of Contract(s) or other Agreement(s)

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