

LAKE COUNTY SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKERS SERVICES CONTRACT BETWEEN the COUNTY OF LAKE and [SELECTED AGENCY]

Name and Address of Selected Agency:

**[EXECUTIVE]
[POSITION]
[AGENCY NAME]
[AGENCY ADDRESS]
[AGENCY CITY, STATE, ZIP]**

THIS LAKE COUNTY SUPPORTING MUNICIPALITIES FOR ASYLUM SEEKERS SERVICES GRANT AGREEMENT (“Agreement”), made this [STARTING DAY OF STARTING MONTH] of [STARTING YEAR], is by and between Lake County (hereinafter referred to as “the County”), having a principal place of business at 18 N. County Street, Waukegan, IL 60085, and [AGENCY NAME] (hereinafter referred to as "Selected Agency"), whose principal place of business is identified above.

WITNESSETH

WHEREAS, the Illinois Department of Human Services (“IDHS”) is the agency of the State of Illinois designated to administer \$42.5 million in aid for eligible asylum seekers via the Supporting Municipalities for Asylum Seeker Services (SMASS) grant.; and

WHEREAS, the Metropolitan Mayors Caucus (“Caucus”) competitively allocated SMASS funds on behalf of IDHS and awarded the County \$1,038,081 in pass-through funding; and

WHEREAS, the Selected Agency was party to the County’s SMASS application and approved by the Caucus; and

WHEREAS, the County desires to make SMASS funds available to the Selected Agency to deliver Eligible Services to Eligible Asylum Seekers in Lake County in accordance with the provisions in the grant agreement between the Caucus and IDHS; and

WHEREAS, the County and the Selected Agency enter into this Agreement pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution, applicable statutes, and the common law.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting a factual basis for this Agreement, the County and the Selected Agency mutually agree as follows:

1. Definitions

As used in this Agreement:

- a. “Activity”: An eligible use of SMASS for which an eligible beneficiary has been or will be identified.
- b. “Activity Completion”: All necessary requirements have been met; the Activity

complies with all of the requirements of this Agreement; the Selected Agency has drawn down all activity specific funds; and the Selected Agency has submitted all requisite supporting documentation to Lake County Community Development.

- c. “Lake County”: the funding agency under this Agreement.
- d. “Lake County Housing and Community Development Commission (HCDC)”: The Lake County commission which serves as the review panel for all locally proposed programmatic and related policy changes.
- e. “Lake County Community Development”: The Lake County staff responsible for the local administration and enforcement of this Agreement
- f. “Monitoring Agency”: Lake County Community Development is the designated agency monitoring SMASS-assisted programs under this Agreement
- g. “Non-Expendable Property”: Refers to goods that are not ordinarily consumed in use and retain their original identity during the period of use.

2. GENERAL PROGRAM DESCRIPTION

The Selected Agency will conduct the following program in accordance with its Lake County SMASS application for financial support:

[ELIGIBLE SERVICE LISTED HERE]

The Selected Agency is hereby entitled to a grant of up to [WRITTEN GRANT AMOUNT] (\$[NUMERICAL GRANT AMOUNT]) from Supporting Municipalities for Asylum Seekers Services grant.

3. TERMS OF PROGRAM

- a. **Expenditure Timeline:** SMASS-assisted programs must be initiated within three (3) months of execution of this written Agreement. All funds must be drawn down 15 days after the end of the period of performance as defined by the Grant Agreement between the Caucus and IDHS attached hereto as Exhibit A, incorporated herein by reference and made part of this Agreement. Any funds not requested by the prescribed date will be forfeited and no longer available to the Selected Agency. Requests for time extensions will be at the discretion of IDHS.
- b. **Budget:** The budget, inclusive of the Sources and Uses statement attached hereto in Exhibit B, is hereby incorporated and made part of this Agreement.
- c. **Participant Eligibility:** Beneficiaries of the program must have arrived after August 1, 2022, live or receive services in Lake County, and meet any program specific criteria identified by the Selected Agency.
 - a. The Selected Agency is responsible for ensuring and documenting compliance with all the requirements of this Agreement.
 - b. Failure to comply with the provisions included in this Section may result in termination of this Agreement as described in Section 11 of this Agreement.

4. REPRESENTATIONS OF THE SELECTED AGENCY

- a. The Selected Agency has the requisite power and authority to carry on business as now

being conducted and as contemplated under this Agreement.

- b. The execution and performance by the Selected Agency of the terms and provisions of this Agreement and including any amendments and modifications thereto, have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which the Selected Agency is a party or by which it is bound.
- c. Financial data, reports, and other information furnished to the County and any of its agents by the Selected Agency are accurate and complete and fairly present the financial position of the Selected Agency as described in Section 7 of this Agreement.
- d. The Selected Agency shall obtain all necessary governmental permits for the program. The undertaking of the program will not violate any financial, building, zoning, subdivision, land-use, health, privacy, historic preservation, licensing, rent control, planning, sanitation, architectural access or environmental protection or any other applicable ordinance, regulation or law.
- e. The Selected Agency represents and warrants that it will have sufficient funds to complete and operate the program in accordance with the provisions and requirements of this Agreement.
- f. The Selected Agency has provided its planned use of program funding, an itemized Budget for the program and a Schedule of Activities to be performed. (See Exhibits A and B).
- g. Should program fall out of compliance with the attached Schedule, the Selected Agency shall notify the County in writing immediately.

5. PROGRAM REQUIREMENTS

The Selected Agency agrees to comply with all requirements of the SMASS grant as stated in Exhibit A, as well as the following:

- a. The Selected Agency may not request partial or full disbursement of funds under this Agreement until the funds are needed for reimbursement of payment for eligible costs that have actually been incurred. Eligible costs are those that are described in the Budget and used for the purpose of furthering the program for which a SMASS grant has been awarded.
- b. The Selected Agency shall receive and utilize SMASS funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the grant application, this Agreement, applicable local, state, and Federal laws and other guidelines as established by the IDHS SMASS grant, and shall use said funds for no other purpose.
- c. The Selected Agency shall commit to using ServicePoint for sending and receiving service referrals for the duration of the grant or one year from the date of the grant's execution, whichever is later. Use of ServicePoint may be waived at the discretion of Lake County Community Development.
- d. No money under this Agreement shall be disbursed by the Selected Agency to any contractor except pursuant to a written contract which incorporates the applicable requirements of this Agreement.

- e. All costs shall be supported properly with documentation evidencing in detail the nature and propriety of charges. All program work contracted between the Selected Agency and external contractors must be supported by written contractual agreements defining the scope of work with line-item detail task descriptions and associated costs, a timeline for completion, insurance coverage, and recourse for non-performance. Approved bid specifications and work estimates do not qualify as written contracts. All checks, payroll claim forms, invoices, contracts, vouchers, purchase orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible in both the Selected Agency's files and in written supporting documentation provided to the County.
- f. This Agreement shall become effective on the date it is executed by the Lake County Community Development Administrator and the authorized representative of the Selected Agency.
- g. This Agreement shall remain in full force and effect until Program Completion, as applicable and outlined herein.

6. GENERAL REQUIREMENTS

- a. Any information or questions regarding this Agreement, program approval, termination, amendments, reports and records required, should be directed to:

Lake County Community Development
500 W. Winchester, Unit #101
Libertyville, Illinois 60048
CommunityDevelopment@lakecountyil.gov

- b. The performance covered by this Agreement shall not be subcontracted, assigned or delegated without the prior written consent of the County.
- c. This Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination at the County's sole discretion due to lack of funds or authorization, reduction of funds, and/or change in regulations or County policy.
- d. **Audits and Reviews:** The County shall require an independent agency audit annually, to be commissioned and paid for by the agency, evidence of which must be submitted to the County. In any case, the County may arrange for its own staff or for an independent certified public accountant to conduct periodic audits of the fiscal and accounting operation of the Selected Agency. The County may make an examination of the Selected Agency's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
- e. **Inspections:** At any time during normal business hours and as often as the County may deem necessary, the Selected Agency shall make available to the County all records with respect to all matters covered by this Agreement for examination. Further, the Selected Agency shall permit the County to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

7. REPORTING REQUIREMENTS

- a. **Establishment and Maintenance of Records:** The Selected Agency will maintain records in accordance with the requirements prescribed by Lake County Community Development with respect to all matters covered by this Agreement. Basic record keeping requirements include but are not limited to maintaining a unique file. For each program beneficiary, this includes:
 - i. documentation demonstrating the participant's eligibility for the program;
 - ii. a unique identifier such as a client number to avoid duplication; and
 - iii. description of services provided.
- b. **Reports:** The Selected Agency shall report to the County and any of its agent's information regarding records, data and details pertaining to matters covered by this Agreement. The County requires monthly reports on program progress that include numbers of individuals served under the grant and updates on outcomes accomplished through the Activity. Monthly progress reports on the program are due three (3) calendar days after the end of each month.
- c. **Outcomes:** The outcomes to be reported are identified in the Monthly Performance Report hereto attached as Exhibit D, referred to herein, is incorporated in and made part of this Agreement.
- d. **Periodic Review:** At regular intervals during the term of this Agreement the County and any of its agents may conduct on-site and off-site reviews and inspections of the content and progress of the Selected Agency's performance. If, as a result of such review, it is the opinion of the County and/or any of its agents that revisions to this Agreement are necessary or the methods employed by the Selected Agency are inappropriate, the County and/or any of its agents may require such revisions by notifying the Selected Agency in writing. Upon receipt of such notification of revision, the Selected Agency shall, within ten (10) days, propose in writing the manner in which such revisions shall be made. The proposed revisions shall be subject to the County's written approval and amendment to this Agreement.

8. OTHER FEDERAL, STATE, AND LOCAL REQUIREMENTS

- a. The Selected Agency shall observe sound business practices with respect to providing insurance, including bonding insurance (as applicable) as would provide adequate coverage for Activities under this Agreement.
- b. **Prohibition of Assistance for Religious Activities/Organizations:** The SMASS may not be used to engage in inherently religious activities, such as worship, religious instruction, or proselytization. An organization that receives a SMASS shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. This SMASS may not be used for the acquisition, construction, or rehabilitation of structures.
- c. **Drug-Free Workplace.** Selected Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act 30 ILCS 580/3. Selected Agency will complete the Drug Free Workplace Requirement form attached hereto as Exhibit E and made part of this Agreement.

9. CONFLICT OF INTEREST

- a. No officer, employee, agent, consultant, elected official or appointed official of the County, or its designees or agents, member of the governing body of the County or the Selected Agency (and no one with whom they have family, personal, business or professional ties) who exercises or has exercised any functions or responsibilities with respect to programs assisted with a SMASS or who are in a position to participate in a decision-making process or gain inside information with regard to these Activities may obtain a financial interest or benefit from a SMASS-assisted program, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with a SMASS-assisted program funded under this Agreement.
- b. The Selected Agency agrees that it will incorporate into every written contract the following provision: "INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no officer, employee, agent, consultant, elected officials or appointed officials of the Contractor, or its designees or agents, member of the governing body of the Contractor (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to programs assisted with SMASS or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a SMASS-assisted program, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, or shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with a SMASS-assisted program funded under this Agreement.
- c. If such a conflict does exist, the Selected Agency is bound to disclose officially in writing, to the County, on the Selected Agency's letterhead, the nature and extent of that conflict, prior to execution of this Agreement or if discovered subsequently to disclose such conflict as soon as it occurs or is known.
- d. Failure to comply with Conflict of Interest provisions set-forth above may result in termination of this Agreement as described in Section 11 of this Agreement.

10. EQUAL OPPORTUNITY

- a. The Selected Agency agrees to comply with the provision that no person shall on the grounds of race, color, national origin, religion, sex, familial status (including children under the age of eighteen living with parents or legal custodians, pregnant women, and people securing custody of children under the age of eighteen), and disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or Activity funded in whole or in part with a SMASS. In addition, the Selected Agency agrees to comply with the following:
 - i. Title II of the Americans with Disabilities Act of 1990 (prohibits discrimination based on disability in programs, services, or activities

provided or made available by public entities).

- ii. Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing regulations at 24 CFR Part 146, (prohibits discrimination on the basis of age programs or activities receiving federal financial assistance).
- iii. Limited English proficiency, per President issued Executive Order 13166, may not act as a barrier to full and meaningful participation by beneficiaries in federally assisted programs. SMASS supported programs and activities must adhere to this same standard.

11. TERMINATION

The Lake County Board may terminate this Agreement in whole or in part for cause. Community Development staff will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving the Selected Agency thirty (30) days to cure the failure in accordance with the provisions in the Agreement. If the failure is not cured within the thirty (30) days, the County Board will terminate this Agreement.

- a. Cause for termination shall include but not be limited to the following:
 - i. failure, for any reason, of the Selected Agency to fulfill in a timely and proper manner its obligations, representations and reporting requirements under this Agreement, including compliance with the approved program and Agreement conditions; or
 - ii. submission by the Selected Agency to the County of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe; or
 - iii. improper use of funds provided under this Agreement; or
 - iv. failure of the Selected Agency to supply the County with monthly reports and the data necessary to the continuing planning process of the County;
 - v. violation of the Conflict of Interest requirements identified in Section 9 of this Agreement; or
 - vi. failure to comply with the approved program schedule.
- b. All SMASS provided to the Selected Agency under the program are subject to repayment in the event the program is terminated pursuant to one of the reasons listed above.
- c. The Selected Agency may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice to the County specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the County, and will be acted upon by Lake County Community Development staff within ten (10) days the Lake County Board's decision to terminate the agreement. **The Lake County Board shall have sole discretion whether to approve or disapprove any such requested termination. The decision of the County shall be final and conclusive.**
- d. If this Agreement is terminated or canceled for any reason prior to the completion of an Activity, all SMASS funds spent on the Activity may, at the discretion of the

Lake County Board, be repaid by the Selected Agency to the County. Examples of situations when repayment would be required include a Selected Agency who did not spend funds for approved purposes and a Selected Agency who ineffectively provided the service for which they were compensated by with SMASS funds. In cases of repayment, all funds must be remitted by the Selected Agency to the County within thirty (30) days of termination. The County may choose, at its sole discretion, to waive this requirement.

- e. In the event the Selected Agency does not expend the amount allocated under this Agreement or the program is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Selected Agency and approved by the County for allowable costs by the end of the term of this Agreement or by the date of cancellation, expiration, assignment, or termination of this Agreement, as the case may be, shall no longer be payable to the Selected Agency under this Agreement. Said funds shall not be automatically redistributed to other programs managed by the Selected Agency.

12. NON-DISPARAGEMENT

- a. The Selected Agency agrees that it shall take no action which is intended, or would reasonably be expected, to either defame or disparage the County or any of County's employees.
- b. For purposes of this provision:
 - i. "Disparage" shall mean the making of any false statement, written or oral, about the County's ability to perform its duties under the SMASS policy, this Agreement, or any responsibilities related thereto.
 - ii. "Defame" shall mean the making of any slanderous or libelous statement that damages the reputation of the County or its employees.
- c. The County will report all incidences of disparagement or defamation to the Housing and Community Development Commission and the County Board as part of the Grant Performance Update.
- d. The Selected Agency and the County hereby agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in either party refusing to enter into the Agreement.
- e. This non-disparagement provision shall remain enforceable throughout the term of this Agreement and for a period of twelve (12) months after the conclusion of the Activity's reporting schedule.
- f. Nothing herein shall prevent the Selected Agency from making any truthful statement in connection with any legal proceeding or investigation by the County, HUD, or any other governmental authority.

13. INDEMNIFICATION

- a. The Selected Agency hereby agrees to waive any right of contribution against the County and shall indemnify, hold harmless and defend the County, including its

elected officials and all present and former employees and agents from and against any and all claims, actions, liabilities, expenses, losses or damages of any nature whatsoever, including reasonable attorney's fees, asserted against or incurred by the Selected Agency arising out of the program, including or resulting from any actual or alleged obligations, acts, liabilities or debts of the Selected Agency. To the fullest extent permitted by applicable law, the Selected Agency further hereby agrees to indemnify, hold harmless and defend the County, including its elected officials, employees and agents, from and against any and all claims, actions, liabilities, expenses, losses or damages of any kind including for death, bodily injury, property damage, or violations of state, local or federal statutes, rules, regulations or ordinances, arising out of or resulting from the program, including any actual or alleged acts or omissions by the Selected Agency. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Selected Agency or its subcontractors under the Worker's Compensation or Disability Benefit Act or Employee Benefit Act.

- b. The Selected Agency agree to carry insurance to indemnify the County against any and all claims of any nature whatsoever which may arise from the program. This insurance shall include general liability insurance, inclusive of Products-Completed Operations coverage for a period of two years after the completion of the Program, a workmen's compensation policy, and first party property insurance. The County must be added to the general liability insurance as an additional insured. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the County. The County must be furnished with the insurance endorsement evidencing coverage described above including applicable policy endorsements.

14. AMENDMENTS

- a. Any revision to this Agreement shall be made by written amendment signed by both parties to this Agreement.

15. AGREEMENT PARAMETERS

- a. This Agreement, including exhibits attached hereto in the Appendices and incorporated herein by reference, represents the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior communications, agreements, and understandings relating thereto, whether oral or written. This Agreement supersedes all previous verbal and written agreements and contracts between the County and the Selected Agency pertaining to this SMASS-assisted program. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as a result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking

place prior to, or contemporaneously with, the execution of this Agreement.

- b.** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.
- c.** If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement, or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- d.** The County's failure to act with respect to a breach by the Selected Agency does not waive the County's right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IN WITNESS WHEREOF, the County and the Selected Agency have executed this Agreement, including all Appendices, on the dates recited below.

Lake County

[SELECT AGENCY NAME]

Sandy Hart or Designee
Board Chair

[AGENCY EXECUTIVE]
[EXECUTIVE TITLE]

Date

Date

ATTEST:

NOTARIZATION:

Notary Public's Signature

(Seal)

**EXHIBIT B:
2023 Supporting Municipalities for Asylum Seekers Services (SMASS) Budget**

Agency:	
Program(s):	

Sources:

Supporting Municipalities for Asylum Seekers Services	
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Uses:

Personnel	
Fringe Benefits	
Travel	
Equipment	
Supplies	
Contractual service/sub awards	
Consultant	
Construction	
Occupancy (rent and utilities)	
Telecommunications	
Training and Education	
Other (Rental Assistance)	
Other (Grocery Store Gift Cards)	
TOTAL	\$

Budget Narrative:

Salary:

[Please include position title, Full-Time Equivalent, and the percentage VGR funding represents for each grant-supported position.]

Benefits:

[Please include amount total for each grant-supported position and description of benefits.]

Payroll Taxes:

[Please include amount total for each grant-supported position.]

EXHIBIT C: SCHEDULE OF ACTIVITIES

The Selected Agency may begin using grant funds for reimbursable activities [START DATE].

The Selected Agency is expected to conclude the use of grant funds [END DATE].

EXHIBIT D: MONTHLY PERFORMANCE REPORT

	Project Goals FY24
Rental Assistance	
a) # of SBA households enrolled in housing case management	
b) # of SBA families placed in housing	
# of SBA individuals placed in housing	
# of SBA households placed in housing with rental assistance	
# of months for which rental assistance is being committed per household	
Food Assistance	
a) # of SBAs provided with food assistance	
b) # of meals provided	N/A
Wraparound Services	
a) # of SBAs provided with case management intake and services	
b) # of SBA households securely reunited with personal connections	
Linkages with services	
# of SBA enrolled in state benefit programs	
# of SBA children enrolled in schools	
# of SBA adults enrolled in English or other educational programs	
# of SBAs who have secured employment	
c) Other services	
# of referrals made for healthcare services	
# of referrals made for mental health services	
Legal Assistance	
a) # of SBAs provided with legal services	
b) # of legal workshops provided	
c) # of applications submitted:	
for asylum	
for TPS	
for other legal remedies	
for employment authorization	

EXHIBIT E: DRUG FREE WORKPLACE REQUIREMENTS

Pursuant to 30 ILCS 580/3, the Selected Agency will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Selected Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace;
 - b) The Selected Agency's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with requirements, as amended; or
 - b) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law

enforcement or appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2,3,4,5 and 6.
8. The Selected Agency may insert in the space provided below the site(s) for the performance of work done in connection with this specific SMASS-assisted Program.

Place of performance (street address, city, state, zip code):

Check (here) _____ if there are workplaces on file that are not identified here; and

The Selected Agency will comply with the other provisions of the Act and with other applicable laws.

[EXECUTIVE NAME]
[EXECUTIVE POSITION TITLE]
[AGENCY NAME]

Date