

INTER - GOVERNMENTAL AGREEMENT



BETWEEN
 THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF HUMAN SERVICES
 AND
 LAKE COUNTY

The Illinois Department of Human Services (IDHS) (Grantor), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and LAKE COUNTY (Grantee), with its principal office at 18 N County St Waukegan, IL 60085-4304 and payment address (if different than principal office) at 25 S. Martin Luther King Jr. Ave, Waukegan, IL 60085 hereby enter into this Inter-Governmental Agreement ("Agreement"), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

**PART ONE – THE UNIFORM TERMS
 RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor 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
 AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that LAKE COUNTY SHERIFF'S OFFICE is Grantee's correct DUNS number, that 36-6006600 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

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1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$7,260.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is TI010018-17, the Federal awarding agency is DHHS, and the Federal Award date is Jul 1, 2017. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is SABG and Number is 93.959. The Catalog of State Financial Assistance (CSFA) Number is 444-26-1565.

1.4. Term. This Agreement shall be effective on Feb 1, 2018 and shall expire on Jun 30, 2018, unless terminated pursuant to this Agreement.

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

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

LAKE COUNTY

By: _____
Signature of James T. Dimas

By: Dawn Wucki-Rossbach
Signature of Authorized Representative

By: _____
Signature of Designee

Date: 04/25/18
Printed Name: Dawn Wucki-Rossbach

Date: _____

Printed Title: Business Manager

Printed Name: _____

dwruckirossbach
E-mail: rhorne@lakecountyil.gov

Printed Title: _____
Designee

By: _____
Signature of First Other Approver, if Applicable

FEIN: 36-6006600

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

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ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is validly existing and in good standing, if applicable, under the laws of the State in which it was incorporated, organized or created.

(b) Grantee 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 Grantee is an agency under the laws of jurisdiction other than Illinois, Grantee warrants that it is also 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 Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), 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. Grantee 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 Awards 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 award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

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ARTICLE III DEFINITIONS

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

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"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 Grantee 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" has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV PAYMENT

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

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6. Interest.

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(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for

approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments.

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for institutions of higher education.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit. However, for Grantees to which Appendix III of 2 CFR Part 200 applies, the rate amount must not exceed 26% (see 2 CFR Part 200, Appendix III(C)(8)).

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 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify

Grantee in **PART TWO**, **PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). 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.

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

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, 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. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

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

(d) **Educational Loan.** Grantee 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.*).

(e) **International Boycott.** Grantee 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 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), 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 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

(k) **Debarment.** Grantee 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), or by the State (See 30 ILCS 708/25(6)(G)).

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

(m) **Grant for the Construction of Fixed Works.** Grantee 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, Grantee 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 Award 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.

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

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee 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 (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee 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) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of

criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant 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.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (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 USC 2000a- and 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 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For 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.

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, 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.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance

expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. 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, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Audit Requirements.

(a) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the audit period.

(b) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends more than \$300,000 in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the audit period.

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

15.4. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance

notice:

- (i) Pursuant to a funding failure under Paragraph 4.1;
- (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;
- (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
- (iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5. Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
- (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

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(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee 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 XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person 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). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII

EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee 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 [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

ARTICLE XXIV INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance

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requirements may be detailed in **PART TWO** or **PART THREE**.

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

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee 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, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

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

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by

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mutual consent of the Parties, expressed in writing and signed by the Parties.

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

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** 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.

26.13. 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.

26.14. Entire Agreement. Grantee and Grantor acknowledge 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 Grantee or Grantor.

26.15. 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.

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

fees, costs and expenses associated with such proceedings.

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**EXHIBIT A
PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME:

STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM

PURPOSE OF GRANT

CSFA Number: 444-26-1565

Appropriation FY: 2018

Appropriation Code: 268214900

Appropriation Desc: Dram Shop

Appropriation Amount: \$7,260.00

Use by DHS as Maintenance of Effort (MOE): Yes

Use by DHS as Matching Funds: No

CFDA: 93.959 - CFDA Name: SABG

FAIN Number: TI010018-17 - FAIN Award Agency: DHHS

FAIN Award Date: Jul 1, 2017

The following information defines the scope of service for the Tobacco Enforcement Program (TEP). The TEP allows for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to minors as defined by state law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct compliance checks by contracting with minors who will attempt to purchase tobacco products through supervised visits at tobacco retailers where minors can legally enter. Tobacco retailers within a municipality are to be provided with information on what constitutes illegal sales to minors. This is followed by a round of unannounced compliance checks by supervised minors. Two rounds conducted during a specified period of all retailers within a municipality will complete the requirements of the program.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT B
DELIVERABLES OR MILESTONES

Exhibit B

1. Assure that municipal personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS DASA vendor Prevention First) or have received prior approved training.
2. Hire and train local 16 and/or 17-year-old youth in tobacco retailer compliance visit processes that assures safety first.
3. Provide tobacco retailers within municipality educational materials regarding sales to minors prior to compliance checks and submit Tobacco Retailer Education Log to IDHS DASA prior to February 28th, 2018
4. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31st, 2018. Respond to violations according to applicable state laws/regulations and local regulations.
5. Complete the Tobacco Enforcement Program Summary Report on first round of compliance checks. Submit form to IDHS DASA by April 13th, 2018.
6. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by May 31, 2018. Respond to violations according to applicable state laws/regulations and local regulations.
7. Complete the Tobacco Enforcement Program Summary Report on second round of compliance checks and submit invoice for the total number of tobacco retailer compliance checks conducted during both rounds. See Exhibit C for payment terms. Submit both forms to IDHS DASA by June 15th, 2018.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT C**PAYMENT**

Grantee shall receive \$7,260.00 under this Agreement.

Enter specific terms of payment here:

Exhibit C**Payment method:**

Upon execution of the contract, vendors with award amounts less than \$10,000 will receive an initial onetime payment equal to 50% of the award. Invoiced payments subsequent to the initial payment will be reconciled to expenditure reporting subsequent to the initial payment.

Grant-Fixed Rate payments will be made upon receipt of invoice using the Monthly Expenditure Payment Voucher.

The payment method for this award is advance and post services provision Grant-Fixed Rate payments based upon accepted Tobacco Retailer Education Log reconciliation and invoices. Awards over \$10,000 will be paid upon receipt of the Monthly Expenditure Payment Voucher.

Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Service Deliverable Description: Minimum Unit of Service: Rate:

Tobacco retailer education # of retailers \$55.00 per retailer

Compliance Checks 2 (rounds) \$55.00 per retailer for 2 completed rounds

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

Estimated Annual Contract Amount: \$7,260.00

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:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Rafael Rivera

Title: Deputy Director Prevention

Address: 401 S. Clinton
2nd Floor
Chicago, IL 60607-3800

Phone: 312-793-1628

TTY #: _____

Fax #: _____

E-mail Address: rafael.rivera@illinois.gov

GRANTEE CONTACT

Name: Ryan Horne

Title: Executive Director

Address: _____

Phone: 847-377-2227

TTY #: _____

Fax #: _____

E-mail Address: rhorne@lakecountyil.gov

Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

Exhibit E

1. All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submitted by February 28th, 2018.
2. First round of tobacco compliance checks completed by March 31st, 2018.
3. First round Tobacco Enforcement Program Summary Report submitted by April 13th, 2018.
4. Second round of tobacco compliance checks completed by May 31, 2018.
5. Second round Tobacco Enforcement Program Summary Report and invoice submitted by June 15, 2018.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT F
PERFORMANCE STANDARDS

Exhibit F

1. 100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submitted by February 28th, 2018.
2. At least 90% of first round tobacco compliance checks are completed by March 31st, 2018.
3. 100% first round Tobacco Enforcement Program Summary Report received by April 13th, 2018.
4. At least 90% of second round tobacco compliance checks completed by May 31, 2018.
5. 100% second round Tobacco Enforcement Program Summary Report and invoice received by June 15, 2018.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

**EXHIBIT G
SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing notice in writing to the Grantee.

N/A

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

[Here is where the Grantor lists its specific requirements]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6, 12.4, 13.3(a), 14.1, 14.3, 19.1 and 24.1 for information that may be required in this PART TWO.]

PART THREE – THE PROJECT-SPECIFIC TERMS

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

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.6, 12.4, 14.1, 14.3, 19.1 and 24.1 for information that may be required in this **PART THREE.**]

Illinois Department of
Human Services

Division of Alcoholism
and Substance Abuse

[ATTACHMENT C]

This document serves as an attachment to the Illinois Department of Human Services (IDHS) Community Services Agreement and sets forth supplemental contractual obligations between the provider and the Department.

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I. INTRODUCTION

This document serves as an attachment to the Illinois Department of Human Services (IDHS) Community Services Agreement and sets forth supplemental contractual obligations between the provider and the Department. The Attachment provides contractual requirements beyond those in the Agreement and is intended to clarify programmatic areas of the Division of Alcoholism and Substance Abuse (DASA).

II. APPLICABLE RULES

The provider shall comply with all applicable laws, regulations, and guidelines of State and Federal Government in the performance of this award agreement, including but not limited to:

A. Federal**Fee-for-Service (Medicaid) and Grant Funded**

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). The provider hereby certifies compliance with the Program Fraud Civil Remedies Act and to his/her knowledge and belief, that the statements herein are true, accurate and complete, and agrees to comply with the Public Health Service terms and conditions. Willful provision of false information is a criminal offense (Title 18, U.S. Code, Section 1001). Any person making any false, fictitious or fraudulent statement may, in addition to other remedies available to the Government, be subject to civil penalties under the Program Fraud Civil Remedies Act of 1986.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).

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3. Federal regulations regarding Opioid Maintenance Therapy (21 CFR 291.505 (FDA)), (21CFR1301-1307 (DEA)).
4. The Substance Abuse Prevention Block Grant Regulations (45 CFR, Part 96).
5. Charitable Choice: Providers that qualify as "religious organizations" under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. with regard to funds provided directly to pay for substance abuse prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
 - a. Such providers shall give notice to each client and potential client of his/her right to receive alternative services from another provider, and right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in 42 CFR 54.8 and 54a.8. It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
 - b. Such providers shall make referrals to alternative providers as set forth in 42 CFR 54.8 and 54a.8. In making such referrals, providers shall use the SAMHSA Treatment Facility Locator to identify suitable alternative providers (accessible at <https://findtreatment.samhsa.gov/>).
 - c. Such providers shall maintain a record of referrals made pursuant to these regulations and shall provide the information regarding such referrals to IDHS on an annual survey as requested.

- d. The provider shall not, in providing program services or engaging in outreach activities, discriminate against a client or potential client on the basis of religion, a religious belief, or a refusal to actively participate in a religious practice.
- e. The provider shall not use funds provided hereunder for inherently religious activities, such as worship, religious instruction or proselytizing.

B. State

Fee-for-Service (Medicaid) and Grant Funded

- 1. The Illinois Alcoholism and Other Drug Dependency Act (20 ILCS 301), (hereafter referred to as the "Act").
- 2. 77 Ill. Adm. Code, Parts 2030, 2060 and 2090.

C. Manuals and Handbooks

The provider shall comply with all applicable requirements for services and service reporting as specified in the following DASA manuals and/or handbooks:

Fee-for-Service (Medicaid) and Grant Funded

- DARTS Manual

Fee-for-Service (Medicaid)

- Medicaid Handbook

Grant Funded

- DASA Contractual Policy Manual
- DASA Contract Program Manual

III. PROGRAM SERVICES

All funded services are more specifically described in IDHS/DASA contract/policy manuals or exhibits, which are maintained on the internet location of www.dhs.state.il.us as referenced in Section IV., A. of this attachment. The term "global" is used to describe a method of service delivery earnings (as set forth in Section VIII., I. of this attachment) for "treatment services" (as set forth in A. below) and as designated in writing by DASA.

All items apply to Grant funded; only items A: 1-6 apply to fee-for-service (Medicaid).

A. Treatment Services:

- 1. Level I (Outpatient) as specified in Part 2060.401 (b).
- 2. Level II (Intensive Outpatient) as specified in Part 2060.401 (c).
- 3. Level III.5 (Residential Rehabilitation) as specified in Part 2060.401 (d).
- 4. Level III.7-D (Withdrawal Management) as specified in Part 2060.405.
- 5. Psychiatric Evaluation: An evaluation and/or examination of a client and exchange of information to determine whether the client's condition is due to the effects of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
- 6. Psychiatric Evaluation: An evaluation and/or examination of a client and exchange of information to determine whether the client's condition is due to the effects of alcohol and/or other drugs or to a diagnosed psychiatric disorder.

Grant Funded Only

7. Level III.1 (Residential Extended Care) as defined in Part 2060.103 and as specified in Part 2060.401 (d).
 8. Level III.2-D, and IV-D (Detoxification) as specified in Part 2060.405.
- B. Ancillary Treatment, Intervention or Support Services:
1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in clients who receive treatment or intervention services.
 2. Case Management: Activities designed to augment clinical services for a patient while in treatment. These activities include the provision, coordination, or arrangement of ancillary services designed to support a specific patient's treatment with the goal of improving clinical outcomes. Services may occur in the home or in other community environments and are for the purpose of patient engagement and retention in treatment. Case management must be individualized to the specific patient as reflected by an individualized assessment and contained within the treatment plan. Case management may begin with admittance to treatment and proceed through continuing care. All funded case management must be documented in the patient record so that a post-payment audit can confirm the delivery of reported services.
 3. Early Intervention: Activities that are sub-clinical or pre-treatment (ASAM .05) and designed to explore and address problems or risk factors that appear to be related to substance use, and/or to assist individuals in recognizing the harmful consequences or inappropriate substance use. Early Intervention services are for individual(s) whose problems and risk factors appear to be related to substance abuse but do not meet any diagnostic criteria for substance-related disorders. Such individuals are defined "at risk" and early intervention may be delivered in a wide variety of settings to at-risk adolescents or adults with the length of such service varying according to the type of activity. The ultimate goal is the reduction of the effects of substance-related disorders within the targeted community by identifying and engaging those in need of services. Early Intervention shall be provided to an identified individual (in an individual or group setting) and documented in a client record and shall be earned utilizing non-Medicaid funds at the established Early Intervention individual and group rates.
 4. Community Intervention: Activities that occur within the community rather than in a treatment setting. Such services include crisis intervention, case finding to identify individuals in need of service including in-reach and outreach to targeted populations or individuals not admitted to treatment. Outreach is the encouragement, engagement or re-engagement of at risk individual(s) into treatment or through an Illinois Department of Human Services consultation or community service. In-reach is the education of State agency and social services staff regarding the screening and referral of at risk individuals to treatment programs for the purposes of a clinical assessment. All Community Intervention services shall be earned in staff hours utilizing non-Medicaid funds at the established Community Intervention rate.
 5. Opioid Maintenance Therapy: Services as defined in Part 2060.013 and as specified in Part 2060.413 (h).
 6. Recovery Home: Services as specified in Part 2060.509 and/or in the contract exhibit located in the DASA Contract Program Manual.

7. Criminal Justice Services:

- a. Criminal Justice Interface: Activities designed to serve those criminal justice offenders with substance-related disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer such offenders into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track such client's progress in treatment.
 - b. Clinical Re-Entry Management: Activities designed to serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance-related disorder treatment programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the inmate at the time of parole to the community and must include referrals to licensed community-based substance-related disorder treatment providers for the purpose of continuing treatment and/or recovery.
8. Medications: Limited reimbursement for the cost of medications assisted treatment for designated providers who deliver substance-related disorder treatment services.
 9. HIV Counseling and Testing: Pre and post test counseling for HIV and AIDS, testing for HIV and AIDS and counselor training.
 10. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
 11. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
 12. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance abuse and gambling disorders or primary gambling disorders.
 13. Psychiatric Evaluation: An evaluation and/or examination of a client and exchange of information to determine whether the client's condition is due to the effects of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
 14. Medication Monitoring: Counseling to review a patient's use of medications while in treatment that is conducted by the organization's psychiatrist or physician as a part of an individual counseling session.
 15. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Community Services Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS Community Services Agreement.
 16. Vouchered Contract Deliverable: The provision of a contracted service, product, or expenditure, either through fixed rate or grant that cannot be billed electronically through DARTS.

C. Interim Services:

Interim services to pregnant women, women with children and injecting drug users awaiting treatment, are services that are provided until an individual is admitted to a treatment program. The purpose of the services is to reduce the adverse health effects of such abuse, promote the health of the individual, and reduce the risk of transmission of

disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), about the risks of needle-sharing, the risks of transmission to sexual partners and infants and about the steps that can be taken to ensure that HIV and TB transmission does not occur, as well as referral for HIV and TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

D. Tuberculosis Services:

Counseling regarding tuberculosis and testing to determine infection with mycobacterium tuberculosis in order to determine the appropriate form of treatment and to provide a referral for infected persons for appropriate medical evaluation and treatment. The provider shall directly or through arrangements with other public or nonprofit entities, routinely make available such tuberculosis services to each individual receiving treatment for substance abuse; and in the case of an individual in need of such treatment, who is denied admission on the basis of the lack of capacity of the program to admit the individual, will refer the individual to another provider of tuberculosis services.

E. Women Specific Treatment and Recovery Services (45CFR 96.124):

The provider must provide or arrange for gender-specific substance-related disorder treatment and other therapeutic interventions for women, which may address issues of relationships, sexual and physical abuse, trauma and parenting. Pregnant women in need of services shall be given preference in admissions. The provider shall publicize the availability of treatment services, which it offers to women, and the fact that women receive preference for such services. When a program is unable to admit a pregnant woman because of insufficient capacity or because the program does not provide the necessary services, referral to another program must be made and documented within 48 hours of the request. Pregnant women receiving interim services, as defined herein, must be placed at the top of any waiting list for admission. The provider shall also notify DASA regarding such persons requesting treatment for whom it lacks capacity to admit. Such notification shall be by use of DASA's Capacity Management System (hereafter referred to as "CAPMAN"). The provider shall also, either directly or through arrangements with other public or nonprofit entities, make available, as applicable, prenatal and child care to women receiving services. These services shall include the provision of (or arrangement for) primary medical care, prenatal care, child care, primary pediatric care, immunization of children, gender specific treatment and therapeutic interventions for the women (and their children) regarding relationship issues, and sufficient case-management to ensure access to services.

F. Services for Injecting Drug Users:

If the provider delivers treatment services for injecting drug abusers, it shall:

1. Notify DASA immediately upon reaching 90% capacity to admit such individuals. Such notification shall be by use of CAPMAN to DASA.
2. Admit an individual who requests and is in need of treatment for intravenous drug abuse to a program no later than 14 days after the individual makes the request for admission; or 120 days after the date of the initial request, if no such program has the capacity to admit the individual on the date of such request and if interim services, as defined herein, are made available to the individual not later than 48 hours after such request.

3. Establish a waiting list, which includes a unique patient identifier for each injecting drug abuser seeking treatment, including those receiving interim services, while awaiting admission to treatment.

IV. PROGRAM PLAN AND DELIVERABLES

Fee-for-Service (Medicaid) and Grant Funded

- A. Provider DASA Contract Program Manual and Specific Exhibits: The terms and conditions set forth in the DASA Contract Program Manual and in all applicable Exhibits and/or service protocols located in the DASA Contract Program Manual shall be in addition to those contained in this principal Attachment. They are incorporated herein by reference.
- B. Conflict between Attachment C and Exhibits: In the event of a conflict between Attachment C and a specific DASA Exhibit, the terms of the latter shall supersede and govern.

Grant Funded Only

- C. Continuity of Services: The funds obligated under this award are for the entire twelve-month period of the State fiscal year referenced herein. Therefore, the provider shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs.
- D. Annual Certification Plan: The provider shall complete an Annual Certification Plan in a format prescribed by DASA and have such a plan approved in writing and on file with DASA.

V. PAYMENT

- A. Funding Methodology: Grant or fee-for-service shall be the funding methodology for all funds. DASA shall select the method of disbursement for each DASA purchased service. This payment method is in effect for the entire State fiscal year.

Grant Funded Only

- B. Grant: As set forth in 89 Ill. Adm. Code 511.15, "grant" means "a program that receives all or part of the funding in advance of the actual delivery of services. This includes prorated prospective payments and payments made by the Department on an estimated basis or any other basis when the Department does not know the actual amount earned by the provider. This does not include advance and reconcile payments made under the authority of the Illinois Finance Act (30 ILCS 105/9.05), nor does it include payments made by the Department when there is documentation prior to expiration of the lapse period to which the expenditures are charged that the goods or services were received. All funds paid as a grant are subject to the Illinois Grant Funds Recovery Act (30 ILCS 705)."
1. Disbursement of grant funds shall be based upon a monthly-designated amount.
2. Disbursement for programs funded via grant shall be, at a minimum at least, monthly if the provider remains in compliance with all financial and service reporting requirements, subject to adjustments as described herein.
3. All funds disbursed by the Department on a grant basis shall be managed by the provider to ensure delivery of services throughout the fiscal year.

4. Fund reconciliation for those funds disbursed as grant shall occur at least annually and compare the actual eligible pre-approved expenditures (budgeted) to the total of all IDHS/DASA grant payments processed for the specific grant line item/award, and the provider's actual expenses per their audit.

IDHS/DASA Grants

Grant "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 costs incurred, and are based on a statement, bill or DARTS submission as required by IDHS. 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.

Grant-Expenditure Based: These are paid on the basis of a IDHS/DASA preapproved budget for program/vendor expenditures projected. These payments occur after documentation has been received and approved by the Department.

Grant-Deliverable Based: These payments are made upon a predetermined agreement of deliverables due, connected to a value or rate/value agreed upon with DASA regarding the deliverable. Monthly reporting of deliverables provider and payments are made post receipt and acceptance of the deliverable due. These payments occur after documentation has been received and approved by the Department.

Grant-Advance Reconcile Based means a program that receives all or part of the funding in advance of the actual delivery of services. This includes prorated prospective payments and payments made by the Department on an estimated basis or any other basis when the Department does not know the actual amount earned by the provider. This is only done with preapproval by IDHS/DASA with a clear expectation of reconciliation methodology to be used and repayment of any potential overpayments. All Payments made by IDHS/DASA are subject to post-payment audit and recovery procedure as set forth in VIII, F. of this attachment.

- C. Disbursement Adjustment: An adjustment to disbursement of contract funds may occur in accordance with the provisions specified in Part 2030 and as set forth herein, if the provider:
 1. Is late in reporting required financial or service data. Late reporting is defined as late for two consecutive months or for any three months during the fiscal year based upon the time lines established herein.
 2. Does not demonstrate compliance with any specific programmatic or reporting requirement specified in any requirement stated in the DASA Contract Program Manual.
 3. Has an outstanding repayment due to DASA. Such adjustments shall not be considered "recoveries" under the Grants Funds Recovery Act.

VI. ELIGIBILITY CRITERIA

A. Patient Eligibility: All individuals who receive services funded by IDHS/DASA must:

1. Meet the income eligibility requirements specified in the "DASA Contractual Policy Manual" and/or;

2. Meet any stated eligibility conditions in an Exhibit referenced in both the Attachment C cover page, the DASA Contract Program Manual, and Exhibit 1 for the IDHS/DASA fiscal year award and/or;
 3. Must have a valid Illinois medical card for Medicaid reimbursement.
- B. Gender/Religion: No provider shall, on the grounds of gender (including in the case of a woman on the grounds that the woman is pregnant) or on the grounds of religion, exclude any client from participation in, or deny the benefits of any programs or activities funded hereunder.
- C. Service Priorities: In its admission of patients for services as described in this Agreement, the provider shall, and certifies that it does, give priority to the following patients (unless such priority would violate State or Federal Law). Priorities 1, 2, 3, and 4 below must be addressed in rank order; the remaining priorities may be addressed in any priority order.
1. Pregnant injecting drug users.
 2. Pregnant and postpartum women.
 3. Injecting drug abusers (who are at high risk for HIV infection) and known HIV-infected persons.
 4. Service in the U.S. Armed Forces.
 5. Parenting substance users.
 6. Illinois Department of Children and Family Services referrals; Persons eligible for Temporary Assistance to Needy Families (TANF) and other women and children; Department of Corrections (DOC) releasees who have completed a prison treatment program or clients of a DASA "designated program" for DOC released individuals.
- D. TANF Referrals: Any TANF individuals referred from a IDHS office must be given priority status for placement as specified herein. Such individuals must receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The provider shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).
- E. Service Members, Veterans, and Their Families (SMVF): The provider shall
1. Develop policies and procedures regarding the provision of AODA services to SMVF.
 2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for State and Federal veteran's benefits.
 3. Ensure that when conducting any initial screening or evaluation, the provider shall ask, "Have you or a loved one ever served in the U.S. Armed Forces?"
 4. Ensure SMVF have access to culturally appropriate services, the provider shall develop a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the Illinois Joining Forces network (<http://www.illinoisjoiningforces.org/>), the Illinois Department of Veteran Affairs (<http://www2.illinois.gov/veterans/Pages/default.aspx>), U.S. Department of Veteran Affairs (<http://www.va.gov/>), and the VA's Community Providers toolkit (<http://www.mentalhealth.va.gov/communityproviders/#sthash.Gh4qasAq.dpbs>)

VII. REPORTING REQUIREMENTS

- A. Electronic Reporting: All providers, unless otherwise specified in writing by DASA, shall report service data electronically. Providers shall also report any other data requested by DASA in order to carry out its duties. The preferred method of reporting service data is through software supplied by the Department (DARTS) unless another arrangement has been made in writing with DASA. All methods of reporting are specified in the DARTS Provider Plan, which is located in the DARTS Software.
- B. Source Data: The provider shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the IDHS "DASA Contractual Policy Manual" for the current fiscal year.
- C. Fiscal Data: The provider must furnish service related and financial data as reasonably requested and as required by the principal Agreement and by 77 Ill. Adm. Code 2030, IDHS fiscal reviews, and any applicable Federal funds as required by the Federal CFDA number and/or applicable Federal OMB circular.
- D. DASIS: The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the provider at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

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- E. Manual Reporting: All manual report requirements set forth in specific Exhibits located in the DASA Contract Program Manual shall be submitted in the following time frame:

Monthly: Submitted by the fifteenth working day of the following month.

All such reports shall be submitted to the following address:

DASA Contract Management
 Attn: Supervisor
 Illinois Department of Human Services/DASA
 401 South Clinton Street, Second Floor
 Chicago, Illinois 60607-3800

- F. Capacity Management/Waiting List: The provider shall report capacity by level of care to DASA's Capacity Management System ("CAPMAN") on a daily basis. Reporting shall occur in a manner specified by DASA. The provider agrees to make every reasonable effort to locate and effect referrals to appropriate services for any patient who is specified as a priority service population as described herein, before placing such patient on a waiting list. Providers shall maintain a documented record system, which includes patient locating information for patients it has placed on a waiting list.

VIII. SPECIAL CONDITIONS

- A. Training: The provider shall attend and participate in DASA sponsored training and technical assistance. The provider shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified by the Department.

- B. Provider Notifications: The provider shall:
1. Notify DASA immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
 2. Obtain approval from DASA in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by DASA.
Failure to obtain such approval is a material breach of this agreement and voids DASA's funding obligation for such program.
- C. Peer Review: Peer review, coordinated through DASA, will be conducted on selected providers in order to assess the quality, appropriateness, and efficiency of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and in accordance with the requirements of 45 CFR, Part 96.136.
- D. Staff Development: The provider shall provide staff development, including continuing education.
- E. Evaluations: The provider may be randomly selected to participate in outcome evaluations by DASA. If selected, the provider shall assist DASA as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The provider shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding the patient's residence.
- F. Monitoring and Post-Payment Auditing: The provider shall allow IDHS/DASA access to its facilities, records and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the provider. The provider shall submit corrective action plans to IDHS/DASA as requested, and shall comply with plans of correction relative to monitoring. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise to be improperly held, shall be returned to DASA.
1. Grant funds shall be recovered as disbursement adjustments during the course of the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.
 2. Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
 3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

Grant Funded Only

- G. Fiscal Requirements: Federal (SAPT, ASAF) Award funds may not be used:
1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with Federal guidelines;
 2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
 3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;

4. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity; and
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the State.

H. Funding Policy:

1. The provider shall establish systems regarding eligibility, billing and collection to assure that persons entitled to third party payment benefits (other than State or Federal funds) are reimbursed therefrom, and that all other provisions regarding patient eligibility and payment are implemented as specified in the "DASA Contractual Policy Manual."
2. Substance abuse treatment services billed to this contract agreement shall be reimbursed at the rates set forth in DASA's current "DASA Contractual Policy Manual." Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by DASA.
3. Funding is provided for services to all eligible clients regardless of where they reside in Illinois unless otherwise specified by IDHS/DASA.

I. Global Funding:

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount in order to provide service flexibility throughout all program services and levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or service population.

State of Illinois
FIXED RATE GRANT BUDGET

Agreement Numbers. 43CWZ03400

in Services

FY. 2018

Notice of Funding Opportunity (NOFO) Number. 18-444-26-1565-01

Number 021115204

FEIN 366006600

ISFA) Number 444-26-1565

CSFA Short Description. Tobacco Enforcement Program

CFDA) Number N/A

CFDA Short Description. N/A

lients to be served, all services in State FY 2018: 66

(that apply):

Region 2

☐

Region 3

☐

Region 4

☐

Region 5

Unit of Service	Code	Rate	Projected number of Units of Service Annually	Projected Earnings for State FY 2018
66.000	TEP	\$55.000	66	\$3,630.00
132.000	TEP	\$55.000	66	\$3,630.00

Total Projected Earnings: \$7,260.00

iation.

on describing your allocation methodology and/or any formulas used to derive rates.)

Provide one round of Retailer Education visits to raise the awareness of retailers that they are not to sell tobacco products to the County Ordinance, to 66 retailers (66 Retailers @ \$55 = \$3,630.00.) The Sheriff's Office will then complete two rounds of visits. This generates two (2) visits to 66 retailers = at a cost of \$55.00 per 66 retailers (unduplicated number of clients to be served) =

PRITION --

Contract Published Date Time: 2018.03.28.10.32.39 911

State of Illinois
FIXED RATE GRANT BUDGET

Agreement Numbers. 43CWZ03400

in Services	FY. 2018
Number 021115204	Notice of Funding Opportunity (NOFO) Number. 18-444-26-1565-01
CFDA) Number 444-26-1565	FEIN 366006600
CFDA) Number N/A	CSFA Short Description. Tobacco Enforcement Program
	CFDA Short Description. N/A

0.415

I hereby certify under penalty of perjury that the information provided herein is true and correct to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent material fact could result in the immediate termination of my grant award(s).

I hereby certify that I have the authority to enter into contractual agreements on the behalf of the organization. Additionally, the Uniform Budget Reporting.

Executive Director by RYAN HORNE Deputy Finance Director on 03/07/2018 03:32:01 PM

al:
al Admin by Richard Nance on 03/09/2018 11:01:34 AM

gram by Daniel Suess on 03/12/2018 09:02:26 AM

al:

Contract Published Date Time: 2018.03.28.10.32.39 911