

**GRANT AGREEMENT**

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

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

**PART ONE – The Uniform Terms**

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**PART TWO – Grantor-Specific Terms**

**PART THREE – Project-Specific Terms**

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

**DEPARTMENT OF HUMAN SERVICES**

**CITY OF JOLIET**

By: \_\_\_\_\_  
Signature of Dulce Quintero, Secretary

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Designee Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Designee Title: Contract Obligations Analyst

Printed Title: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Second Grantor Approver, if applicable

E-mail: mgreen@joliet.gov

Date: \_\_\_\_\_

FEIN: 366088568

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Grantor Approver

By: \_\_\_\_\_  
Signature of Third Grantor Approver, if applicable

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Third Grantor Approver

Second Grantee Approver  
(optional at Grantee's discretion)

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**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II  
AWARD INFORMATION**

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

2.2 Amount of Agreement. Grant Funds (check one)  must not exceed or  are estimated to be \$1,900,000.00, of which \$0.00 are federal funds. Grantee accepts Grantor’s payment as specified in this ARTICLE.

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

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

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

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and UKXHU6SJXLR9 is Grantee’s correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 36-6088568 is Grantee’s correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

## ARTICLE V

**SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD**

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

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

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

**ARTICLE VI  
BUDGET**

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

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

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

**ARTICLE VII  
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

## ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

**ARTICLE X  
FINANCIAL REPORTING REQUIREMENTS**

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

10.2. Financial Close-out Report.

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

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

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

**ARTICLE XI  
PERFORMANCE REPORTING REQUIREMENTS**

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

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

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

**ARTICLE XII  
AUDIT REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 12.4. "For-Profit" Entities.

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

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

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

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

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

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

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

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

#### 13.1. Termination.

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

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

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

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

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

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

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

#### **ARTICLE XIV SUBCONTRACTS/SUBAWARDS**

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

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

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

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

## **ARTICLE XV NOTICE OF CHANGE**

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

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

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

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

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

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

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

**ARTICLE XVII  
CONFLICT OF INTEREST**

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

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

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

**ARTICLE XVIII  
EQUIPMENT OR PROPERTY**

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

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

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

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

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

**ARTICLE XIX  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

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

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

**ARTICLE XX  
INSURANCE**

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

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

**ARTICLE XXI**

**LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

22.10. Precedence.

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

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

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

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

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

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

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

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**EXHIBIT A**  
**PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: 515-PCTS-PARTNERING COUNSELING TREATMENT SERV  
PURPOSE OF GRANT

ACCOUNT\_LINE(s) SUMMARY:

Acct.Line#: 1

CSFA Number: 444-22-3507

Appropriation FY: 2025

Appropriation Code: 0001.44490.4400.008500NE

WBS Element: 444MHGRT25-MHAOMHAO-SM11

Sponed. Prog: MHAO

Appropriation Amount: \$1,900,000.00

These funds are Used/Reported by the Provider as Federal Funds: No

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

Use by DHS as Matching Funds: No

Assistance Listing Program Number: 93.958

Assistance Listing Program Title: Block Grants for Community Mental Health Service

FAIN Number: B09SM089621 - FAIN Award Agency: Department of Health & Human Services - SAMHSA

FAIN Award Date: Oct 1, 2023

Partnering Counseling Treatment Services is a community-based program which will assist all Will County and city of Joliet residents with timely access to cost-free mental health services by connecting them to local counseling services. The program partners with local mental health providers with the ability to offer telehealth services resulting in wait times for resident's access to mental health treatment being drastically reduced from four to six weeks to 24 to 48 hours. This program will:

1. Reduce the burden on the county's emergency 911 system by providing a dedicated phone number for mental health related calls.
2. Connect Will County and city of Joliet residents to local mental health providers within 48 hours.
3. Reduce the costs of services provided by covering copays, costs not covered by private insurance, Medicare or Medicaid, and mental health related costs incurred by uninsured Will County and city of Joliet residents.

----- END OF PROGRAM: 515-PCTS-PARTNERING COUNSELING TREATMENT SERV -----

**EXHIBIT B**  
**DELIVERABLES**

Upon execution of the grant agreement, reporting shall be in accordance with the requirements set forth in the Uniform Grant Agreement and related Exhibits which includes, but is not limited to the following:

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

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

C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the quarter ends.

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

Grantee shall submit a quarterly Periodic Financial Report (GOMBGATU-4002 (N-08-17)) to the appropriate email address. Reported expenses should be consistent with the approved annual grant budget. Any expenditure variances require prior Grantor approval in accordance with Article VI of the Uniform Grant Agreement to be reimbursable.

PFR Email Address for General Grants: [DHS.DMHQuarterlyReports@illinois.gov](mailto:DHS.DMHQuarterlyReports@illinois.gov)

PFR Email Address for Williams Consent Decree: [DHS.DMHWilliamsInvoices@Illinois.gov](mailto:DHS.DMHWilliamsInvoices@Illinois.gov)

PFR Email Address for Colbert Consent Decree: [DHS.Colbert.Invoices@illinois.gov](mailto:DHS.Colbert.Invoices@illinois.gov)

The Grantee shall submit quarterly Periodic Performance Report (GOMBGATU-4001 (N-08-17)) and the Periodic Performance Report Template by Program (PRTP) to the appropriate email address below. Reporting templates and instructions for submitting reports can be found in the Provider section of the DHS website.

PPR and PRTP Email Address for All Grants: [DHS.DMHQuarterlyReports@illinois.gov](mailto:DHS.DMHQuarterlyReports@illinois.gov)

DMH reporting templates and detailed instructions for submitting reports can be found in the Provider section of the DHS website.

**EXHIBIT B**  
**DELIVERABLES**

Performance Requirements:

1. Provide Will County and city of Joliet residents timely access to cost-free mental health services by being the payer of last resort for mental health services not covered by private insurance, Medicare or Medicaid, including the full cost of services for uninsured residents.
2. Partner with local mental health service providers to provide mental health services to Will County and city of Joliet residents.
3. Reimburse local mental health service providers for mental health services rendered to Will County and city of Joliet residents not covered by insurance, including the full cost of services for uninsured residents.
4. Cover mental health costs for verified Will County and city of Joliet residents only, as payer of last resort.
5. Require valid proof of residency from those seeking mental health services to ensure they are Will County or city of Joliet residents.
6. Hire additional staff as program expands.

----- END OF PROGRAM: 515-PCTS-PARTNERING COUNSELING TREATMENT SERV -----

**EXHIBIT C**

**CONTACT INFORMATION**

**CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

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

**FOR OFFICIAL GRANT NOTIFICATIONS**

**GRANTOR CONTACT**

Name: Yolanda Wilson  
 Title: Children/Youth Program Mgr  
 Address: 600 E Ash St  
Springfield, IL 62703-2925

**GRANTEE CONTACT**

Name: Maria Hernandez Green  
 Title: DIRECTOR OF FINANCE  
 Address: 150 W Jefferson St  
Joliet, IL 60432-4148

**GRANTEE PAYMENT ADDRESS**

(If different than the address above)

Address: \_\_\_\_\_  
 \_\_\_\_\_

**FOR GRANT ADMINISTRATION**

**GRANTOR CONTACT**

Name: Yolanda Wilson  
 Title: Children/Youth Program Mgr  
 Address: 600 E Ash St  
Springfield, IL 62703-2925  
 \_\_\_\_\_  
 Phone: 217-786-0305  
 TTY #: \_\_\_\_\_  
 E-mail Address: yolanda.wilson2@illinois.gov

**GRANTEE CONTACT**

Name: Maria Hernandez Green  
 Title: DIRECTOR OF FINANCE  
 Address: 150 W Jefferson St  
Joliet, IL 60432-4148  
 \_\_\_\_\_  
 Phone: 815-724-3217  
 TTY #: \_\_\_\_\_  
 E-mail Address: mgreen@joliet.gov

**EXHIBIT D**  
**PERFORMANCE MEASURES**

- 1.Number of individuals who sought mental health services by calling the dedicated phone number at Joliet Fire Department (JFD).
- 2.Number of verified residents of Will County or the city of Joliet who sought mental health services by calling the dedicated phone number at JFD.
- 3.Number of verified residents of Will County or the city of Joliet who received mental health services after calling the dedicated phone number through the Joliet Fire Department.
- 4.Number of Will County and city of Joliet residents who sought mental health services by calling the dedicated phone number at JFD and were connected to a local provider within 72 hours.
- 5.Number of Will County and city of Joliet residents who received mental health services that were at least partially paid by Joliet Fire Department.
- 6.Number of invoices received from local mental health providers requesting reimbursement for mental health services delivered to Will County and city of Joliet residents who were under-insured or uninsured.
- 7.Number of invoices paid by JFD to local mental health providers reimbursing for mental health services delivered to Will County and city of Joliet residents who were under-insured or uninsured.
- 8.Number of new staff hired to respond to increased phone call volume as program expanded.

----- END OF PROGRAM: 515-PCTS-PARTNERING COUNSELING TREATMENT SERV -----

**EXHIBIT D**  
**PERFORMANCE STANDARDS**

1.80% or more of verified residents of Will County and the city of Joliet who sought mental health services by calling the dedicated phone number through the Joliet Fire Department were connected to a local provider within 72 hours.

2.100 or more verified Will County or city of Joliet residents received mental health services that were at least partially paid by Joliet Fire Department.

3.100% of invoices received from local mental health providers for mental health services delivered to Will County and city of Joliet residents who were under-insured or uninsured were paid by Joliet Fire Department.

4.1 or more new staff hired to respond to increased phone call volume as program expanded.

----- END OF PROGRAM: 515-PCTS-PARTNERING COUNSELING TREATMENT SERV -----

**EXHIBIT E**  
**SPECIFIC CONDITIONS**

FY 2025 FISCAL AND ADMINISTRATIVE (from the ICQ):

Your responses to the ICQ questions identified conditions which indicate a weakness in the identified areas. If your response(s) to the ICQ questions indicate a weakness in the identified area below, a Corrective Action Plan (CAP) is required to be submitted to your cognizant agency. If IDHS is your Cognizant Agency, please send an email to DHS.DMHGrantApp@Illinois.gov to begin communicating the direction and requirements of the CAP.

Question 03.05 - Who prepares the organization's financial statements?

Applicant Response:

Independent auditors who conduct the financial statement audit

Suggested Mitigation:

A company's management has the responsibility for preparing the company's financial statements and related disclosures. The company's outside, independent auditor then subjects the financial statements and disclosures to an audit. For the sake of independence, financial statements to be audited should be prepared by trained staff of the organization, or an outside consultant independent of the agency internal audit firm.

Question 03.06 - Who prepares the organization's program performance reports?

Applicant Response:

Grant Managers or Program Directors

Suggested Mitigation:

Trained staff who have a working knowledge of the program's objectives, accomplishments, activities, and deliverables should be responsible for preparing the organizations programmatic performance reports.

----- END OF PROGRAM: 515-PCTS-PARTNERING COUNSELING TREATMENT SERV -----

**EXHIBIT F**  
**PAYMENT**

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

Working Capital Advance Method

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

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

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

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

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

Grantee must submit invoice to applicable email address no later than 15 days after the end of service month:

PFR Email Address for General Grants: DHS.DMHQuarterlyReports@illinois.gov

PFR Email Address for Williams Consent Decree: DHS.DMHWilliamsInvoices@Illinois.gov

PFR Email Address for Colbert Consent Decree: DHS.Colbert.Invoices@illinois.gov

----- END OF PROGRAM: 515-PCTS-PARTNERING COUNSELING TREATMENT SERV -----

**PART TWO –GRANTOR-SPECIFIC TERMS**

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

**ARTICLE XXIII  
ADDITIONAL CERTIFICATIONS**

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

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

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

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

**ARTICLE XXIV  
ADDITIONAL TERMS**

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

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

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

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

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

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

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

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

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

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

## ARTICLE XXV MONITORING AND INFORMATION

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

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

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

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

## **ARTICLE XXVI WORK PRODUCT**

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

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

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

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

## **ARTICLE XXVII**

**POST-TERMINATION/NON-RENEWAL**

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

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

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

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

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

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

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

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

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

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

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

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**PART THREE –PROJECT-SPECIFIC TERMS**

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

**ARTICLE XXIX  
ADDITIONAL REQUIREMENTS**

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

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

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# Mental Health Attachment B - FY2025

## Table of Contents

### [I. Introduction](#)

### [II. Applicable Rules and Definitions](#)

### [III. Programs and Services](#)

### [IV. Payment](#)

### [V. Provider Eligibility Criteria](#)

### [VI. Provider Requirements](#)

### [VII. Special Conditions](#)

## I. Introduction

This document serves as an attachment to the Illinois Department of Human Services (IDHS) Uniform Grant Agreement (UGA) and sets forth supplemental obligations between the provider and the Department. The Attachment provides the provider's requirements beyond those in the Agreement and is intended to clarify programmatic areas of the Department of Human Services Division of Mental Health (IDHS/DMH) programs. Providers are strongly advised to consult the IDHS/DMH provider Manual for additional information on requirements and guidelines regarding the delivery of and payment for services under this Uniform Grant Agreement. The IDHS/DMH Provider Manual is incorporated into this attachment by reference and is made part of the contract and attachment requirements.

## II. Applicable Rules and Definitions

The provider shall comply with all applicable federal, state, and local rules and statutes, including, but not limited to, the following:

### A. Federal

1. [Block Grants for Community Mental Health Services, Subp. I & III, Part B, Title XIX, PHS Act/45 CFR Part 96](#); also portions of [2 CFR Part 200](#) / [45 CFR Part 75](#)
2. [Medicaid \(42 U.S.C.A 1396 \(1996\)\)](#);
3. 42 CFR 440 (Services: General Provision) and 42 CFR 456 (Utilization Control) (1996);
4. Health Insurance Portability and Accountability Act (HIPAA) as specified in 45 CFR, Section 160.310;
5. [Title XX of the Social Security Act, 42 USC 1397](#) et. seq.;
6. 45 CFR Part 96 (Block Grants) Subpart B, Subpart C, and Subpart G;
7. HITECH Act - 42 CFR: Parts 412, 413, 422, and 495, 45 CFR: Subtitle A Subchapter D;
8. Patient Protection and Affordable Care Act (PPACA), Public Law 111-148
9. More information on [Federal Rules and Codes](#) may be obtained on the internet

## B. State

1. Campus Security Enhancement Act of 2008 (110 ILCS 12/1)
2. Mental Health and Developmental Disabilities Code (405 ILCS 5)
3. Community Services Act (405 ILCS 30)
4. Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110)
5. Health Care Worker Background Check Act (225 ILCS 46)
6. Abused and Neglected Child Reporting Act (325 ILCS 5/1)
7. Elder Abuse and Neglect Act (320 ILCS 20/7.5)
8. Adult Protective Services Act (320 ILCS 20/1)
9. Save Medicaid Access and Resources Together (SMART) Act (097-0689)
10. Firearm Concealed Carry Act (098-0063)

11. FOID Act (430 ILCS 65)
12. Public Act 099-0029
13. Grant Accountability and Transparency Act (30 ILCS 708)
14. 59 Ill. Admin. Code, Ch. 1, Part 50, Office of Inspector General Investigations of Alleged Abuse or Neglect in State-Operated Facilities and Community Agencies
15. 59 Ill. Admin. Code 103, Grants
16. 59 Ill. Admin. Code 115, Standards and Licensure Requirements for Community-Integrated Living Arrangements
17. 59 Ill. Admin Code 117, Family Assistance and Home-Based Support Programs for Persons with Mental Disabilities
18. 59 Ill. Admin. Code 125, Recipient Discharge/ Linkage/Aftercare
19. 59 Ill. Admin. Code 131, Children's Mental Health Screening, Assessment and Supportive Services Program
20. 59 Ill. Admin. Code 132, Medicaid Community Mental Health Services Program;
21. 89 Ill. Admin. Code 130, Administration of Social Service Programs
22. 89 Ill. Admin. Code 140, Medical Payment
23. 89 Ill. Admin. Code 140.642, Screening Assessment for Nursing Facility and Alternative Residential Settings and Services
24. 89 Ill. Admin. Code 507, Audit Requirements of Illinois Department of Human Services
25. 89 Ill. Admin. Code 509, Fiscal/Administrative Recordkeeping and Requirements
26. 89 Ill. Admin. Code 511, Grants and Grant Funds Recovery More information on [State Statutes and Rules](#) may be obtained on the Internet (For Statutes select "Illinois Compiled Statutes", for Rules select "Administrative Rules")

## C. Manuals and Handbooks

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

1. IDHS Mental Health CSA Program Manual
2. IDHS/DMH PAS/MH Manual (found on IDHS Website)
3. Community Forensic Services Handbook (found on IDHS Website)
4. [Community Mental Health Service Definitions and Reimbursement Guide](#)
5. Community-Based Behavioral Services Provider Handbook: [Chapter 200 | HFS \(illinois.gov\)](#)
6. [Handbook for Providers of Screening Assessment and Support Services](#), Chapter CMH-200 Policy and Procedures for Screening, Assessment and Support. This is found in the DMH Provider Manual, IV. MENTAL HEALTH SERVICES, A. Service Definitions and Requirements, #2.

## III. Programs and Services

Through this agreement with the provider, the Department purchases one or more mental health programs or services, which are to be provided and then reported or billed to the Department and/or HFS under the following broad categories.

### A. Services Purchased by Fee-for-Service

1. Medicaid Services

### B. Capacity Grant Programs

This Uniform Grant Agreement may include grant funding for programs or portions thereof that involve some services and activities that have not been converted to a fee-for-service basis.

The provider's obligation in receiving capacity grant funds is to expend the

funding for allowable expenses required to meet the program's objectives or reconcile with services based on Exhibits in the Uniform Grant Agreement and to report to the Department on appropriate deliverables. As it meets the program objectives, a provider may determine that some program activities supported by these grant funds are billable services. However, when a provider bills for an activity under a capacity grant program, the provider is not to report the activity or the expenses as part of the grant funded deliverable, as this would result in counting the activity more than once in meeting the provider's obligation.

The Department must track capacity grant awards through its accounting system, please see the Uniform Grant Agreement, Part One, Article I, Paragraph 1.2 for funding amounts. In the reconciliation of allowable expenses, the Department expects the provider to demonstrate allowable expenses for the total of these lines for each program, not portions of the award that may be associated with specific accounting service codes or provider service sites.

The programs that comprise capacity grants vary among providers, and not all providers are currently funded for each of these programs. Full descriptions of capacity grant programs are located in Exhibit A of the appropriate grant agreement.

The capacity grant programs must meet the following guidelines:

1. The ratio of expenditures for the delivery of services and related activities to administrative costs shall be in accordance with the standards established in the Uniform Grant Agreement and the Provider Manual.
2. Capacity Grant funds may be used to provide capacity services for individuals enrolled in the Managed Care Initiatives. In the event that the Managed Care Initiatives begin making payments for capacity services, no additional funding will be provided by DMH for these services.
3. IDHS/DMH will specify any additional reporting requirements.

## C. Donated Funds Initiative/Local Initiative Funds/Title XX

Services and Programs covered by the federal Social Services Block Grant are included in the Donated Funds Program. If you have any questions or require further information, please contact IDHS Division of Family and Community Services at (312) 793-0683.

## IV. Payment

### A. Payment for Fee-for-Service

Services paid on a fee-for-service basis are reimbursed after the services are delivered. Payments are made based on a bill or claim from the provider containing the appropriate service documentation as directed by the Department and/or the Illinois Department of Healthcare and Family Services. Third party payers must be billed prior to DMH because DMH is the payer of last resort. Providers are prohibited from submitting Medicaid and Non-Medicaid claims to the Department for any services delivered to enrollees in the Integrated Care Program.

### B. Payment for Capacity Grants

Capacity grants are made by the selected payment method by the grantee and approved by DMH.

### C. Payment for Special Projects

The Department may adopt a different payment schedule, reporting requirements, and monitoring activities for special projects. The details of these special projects will be specified in an exhibit describing the scope of service for the special project and will be on file with the Department.

### D. Other Payment Conditions

#### 1. Debt Service Deduction

- a. If the Department approves the provider's request for a debt service deduction contract (pooled loan program or other loan program) the provider hereby authorizes the Department to deduct the provider's debt service payments from the Provider's award and forward payment directly to the trustee bank or other designated party. Participating providers agree to execute a debt service deduction contract in the form provided by the Department.
- b. If the provider desires to participate in such a deduction contract, the Department shall receive ninety (90) days written notice from the provider of its intention to enter into pooled loan financing, or any other financing transaction which would require the use of a debt service deduction mechanism by the Department. If the provider fails to provide such notice, the Department shall not execute any debt service deduction contracts until the Department has had ninety (90) days for project review. The Department has the right of approval of all financed projects where the Department will perform the debt service deduction.
- c. The provider shall supply to the Department an estimated debt service deduction payment schedule thirty (30) days before closing of the loan transaction.
- d. Additionally, providers specifically acknowledge that if they enter into a debt service deduction contract to secure a loan based upon fee-for-service funding, such funding is based upon individuals receiving services, each authorized for service or placement by the Department, at rates set by the Department. Accordingly, if and when funding for a particular individual receiving service terminates, the Department does not guarantee replacement of equivalent funds. Therefore, any such debt service deduction contract will be honored only to the extent of currently supported fee-for-service funding at the time of any debt service deduction.

## 2. Full Year Service Delivery

The funds obligated under this total annual award are intended by the Department to support programs and services for individuals for the entire twelve-month period of the State fiscal year referenced herein. The provider shall ensure that all programs and services funded by this award are available for the entire twelve-month period of the fiscal year regardless of when full disbursement of the award occurs (unless prior written authorization is obtained from IDHS/DMH). The Department reserves the right to stop all payments to providers who cease providing programs and services during the contract year without the prior written approval of the Department.

### 3. Funding Reserves

The Department maintains the right to reserve funds in this Uniform Grant Agreement based on budgetary considerations. Providers subject to reserves will be notified in writing of the amount and duration of the funding reserve.

## V. Provider Eligibility Criteria

### A. Accreditation

Providers that receive \$200,000 or more annually in funding from the Division of Mental Health for mental health services, or that have a residential program are required to have their funded mental health services, including residential/services nationally accredited. Accreditation may be by one of the following national accreditation entities: The Council; CARF, The Rehabilitation Commission; The Joint Commission; Council on Accreditation of Services for Families and Children; or American Osteopathic Association, Healthcare Facilities Accreditation Program. As evidence of the accreditation, providers will submit to the IDHS Bureau of Accreditation, Licensure and Certification a copy of their current accreditation certificate, accreditation report, and all correspondence about corrective actions required to maintain accreditation status.

### B. Medicaid Certification

1. Providers delivering community services to consumers and receiving funding under this contract must be:
  - a. certified under 59 Ill. Admin. Code 132, and
  - b. enrolled with the Department of Healthcare and Family Services
2. Providers delivering services to consumers must be enrolled with the Department of Healthcare and Family Services.

## C. Forensic Services

Providers delivering court-ordered forensic services must comply with 725 ILCS 725 5/ 104-15, 104-16, 104-17 and 104-25 and 730 ILCS 5/5-2-4 and the provisions of the IDHS/DMH Community Forensic Handbook. Providers must also participate in IDHS/DMH forensic-specific training prior to offering forensic services as well as ongoing training offered by IDHS/DMH.

## VI. Provider Requirements

- A. Providers are required to clinically manage services consistent with medical necessity and clinical care guidelines. Providers shall comply with all utilization management and authorization policies and procedures described in the IDHS/DMH Provider Manual, including the submission of requests for authorization and the provision of clinical documentation and other information necessary to confirm the medical necessity and benefits of the requested service.
- B. The provider is required to submit complete and accurate claims and encounter claims and data concerning the operation of its funded programs as directed in the Provider Manual, this Attachment, and/or its exhibits. Providers are required to submit client registration information for all consumers including those enrolled in managed care organizations (MCO) or other managed care initiative programs.
- C. The provider in consultation with the IDHS/DMH Program Staff will cooperate in maintaining and updating the IDHS/DMH Provider Database.

- D. The provider is required to preserve consumer access to service. Therefore, providers may not close a site or relocate a site where IDHS/DMH funded services are provided without obtaining approval from IDHS/DMH.
1. Populations to be Served:  
Providers are required to serve individuals as described in the Provider Manual.
  2. Providers are required to work collaboratively with IDHS/DMH Program Staff to plan services for individual consumers who do not meet the criteria, but who are:
    - a. Referred to or from an IDHS/DMH state hospital
    - b. Referred from the Office of Inspector General's Adults with Disabilities Abuse Project
    - c. Remanded to the Department and adjudicated as either unfit to stand trial (UST) or not guilty by reason of insanity (NGRI) and for whom state hospital inpatient services are unnecessarily restrictive
    - d. Transitioning from Long Term Care facilities
- E. For all the above populations, substance abuse as a co-occurring or secondary diagnosis is not a basis for exclusion from mental health services, but rather deserves special consideration in the delivery of services, including the integrated delivery of services when possible.
- F. Consumers receiving IDHS/DMH funded services who are Limited English Proficient (LEP) will be offered services by bilingual staff or through interpreters.

## VII. Special Conditions

### A. Central Registry and Background Checks

The Provider will conduct required registry clearances (see below) for all employees at time of hire and then as required by the Health Care Worker Background Check Act (225 ILCS 46) and the Abused and Neglected Child

Reporting Act (325 ILCS 5/1) annually thereafter. Providers must establish a schedule to ensure all annually required registry clearances are completed:

### 1. Health Care Worker Registry (HCWR) Clearance

This clearance must be conducted at the time of hire and annually thereafter to confirm whether new hires or other employees have a criminal background check result reported to the HCWR. It will also confirm whether the person has a disqualifying criminal conviction, IDPH waiver for any disqualifying convictions, and/or any substantiated findings of abuse or neglect reported.

The provider shall not employ an individual in any capacity until the provider has inquired with the Illinois Department of Public Health as to information in the Health Care Worker Registry. The inquiry should be no more than 30 calendar days prior to the first day of employment.

The Health Care Worker Background Check Act (225 ILCS 46) requires providers to terminate employees found to have any of the following:

- disqualifying criminal convictions unless there is a waiver granted by IDPH, or
- substantiated findings of physical or sexual abuse, neglect, or financial exploitation, or
- indicated findings of abuse or neglect reported by the DCFS Central Register/Child Abuse and Neglect Tracking System (CANTS)
- their name is listed on the HFS Office of the Inspector General Sanction List as not authorized for employment unless their employment is approved by HFS.

### 2. DCFS State Central Register/Child Abuse and Neglect Tracking System (CANTS) or Statewide Automated Child Welfare Information System (SACWIS) Clearance

The provider shall not utilize a staff person, contractor, or volunteer in any capacity until the Provider has inquired of the Department of Children and Family Services (DCFS) as to information in the DCFS State Central Register concerning the individual. If the Register reflects the existence of or contains information that indicates a disqualifying conviction or disqualifying substantiated case of abuse or neglect for which there is no waiver by the Department of Human Services, the provider shall not employ the individual in any capacity.

Disqualifying convictions or disqualifying substantiated cases of abuse or neglect are defined for the DCFS Central Register by the DCFS's standards for background checks in Part 385 of Title 89 of the Illinois Administrative Code. For each employee, the provider shall, in addition, inquire of the Register annually thereafter during employment. At the time of the annual check, if a current employee's name has been placed on the Register, the employee must be terminated unless there is a waiver by the Department of Human Services. For purposes of annual checks, providers must establish a schedule that results in completion of checks annually (approximately every 365 days).

For providers that are licensed by DCFS as Child Care Facilities and/or Mobile Crisis Response providers: Instead of the CANTS process, providers must complete background clearances using the Statewide Automated Child Welfare Information System (SACWIS). This clearance is submitted to DCFS using the appropriate Form(s) CFS 718. Once the provider documents in their file that the employee has had a SACWIS check, annual clearances are not required as the SACWIS automatically alerts providers to any subsequent DCFS abuse/neglect findings. The SACWIS check is not an IDHS accepted substitute for any other background checks or registry clearances, only CANTS. Providers must continue to complete all other required background checks and clearances at the time of hire and annually thereafter.

### 3. Illinois Sex Offender Registry Clearance

This clearance must be conducted at the time of hire and annually thereafter. Each employee's name must be cleared on the online [Illinois Sex Offender Registry](#) to document the person does not have a record

on this registry. Providers cannot hire individuals reported on this registry and must terminate current employee if reported. The results of all new hire and annual clearances of this registry must be documented in the employee's personnel or training record or in a location available for review by Department staff.

#### 4. Healthcare and Family Services (HFS) Office of Inspector General (OIG) Sanctions List Clearances

This registry clearance is used to document individuals or entities are not on the HFS OIG Sanctions List of terminated or suspended providers and barred entities and individuals. It is only conducted prior to employment of an individual or use of a subcontractor or licensed practitioner. Providers clear the person's name on the online [HFS OIG web site](#). If an individual or entity is listed on the OIG Sanctions List, providers must get approval from HFS to hire the individual or entity per its guidelines. The results of this clearance must be documented in the employee's personnel or training record or a location available for review by Department staff.

## B. Reporting and Investigating Incidents and Allegations of Abuse and Neglect

### 1. Provider Requirements

- a. The provider shall develop and implement a policy and procedure on Reporting and responding to Abuse and Neglect ensuring reporting incidents as required by 59 Ill Admin Code, Ch. 1, Part 50 including definitions of abuse and neglect, screening prohibition, time frames for reporting and preservation of evidence and best practice response to disclosure,
- b. The provider must ensure all employees successfully complete training on OIG Rule 50 at the time of hire and on a biennial (every two years) basis. Providers may be selected to participate in a random survey and provide verification of staff training, either through sign-in sheets or copies of training certificates.

- c. The provider shall ensure and document that all OIG liaisons successfully complete the IDHS/OIG Basic Investigative Skills training and then every two years thereafter,
  - d. The provider shall ensure that the individual, as well as the parent or guardian are notified regarding an individual's involvement when an allegation is under investigation by the Office of the Inspector General,
  - e. The provider shall have a formalized ongoing systemic review process at least quarterly for evaluating all injuries, including those not definable as abuse and neglect, including and not limited to deaths, suicide attempts, and other adverse events within the agency. The review processes shall include, but are not limited to:
    - i. Examining the circumstances and data to determine how and why the injury or other adverse event occurred, including determining all related processes and systems;
    - ii. Identifying risk points and their potential contribution to the event, such as evaluating the appropriateness and adherence of the individual's treatment plan and level of supervision;
    - iii. Identifying, communicating, documenting, implementing, and evaluating improvements in processes, systems, or treatment to prevent future such injury or other adverse event, including specifying:
      - o The staff responsible for implementation;
      - o When the actions will be implemented; and
      - o How the effectiveness of the action will be evaluated.
2. It is the policy of the Division of Mental Health that all requirements pertaining to the reporting of licensed health care practitioners to the Illinois Department of Financial and Professional Regulation (IDFPR) and the National Practitioners Data Bank be followed. The Provider shall make such reports when and to the extent required by law.

3. The provider shall endeavor to reinforce the responsibility of health care practitioners to report appropriate matters to IDFPR by such actions, as it deems reasonably necessary, including posting notice that individual practitioners shall comply with applicable licensing and reporting requirements.

## C. Representative Payee Support

For individuals receiving DMH services under this Uniform Grant Agreement, the provider shall, if clinically appropriate and as directed by a physician, serve as representative payee or arrange for representative payee for benefit payments under the Social Security Disability Insurance program and/or the Supplementary Security Income program.

For each individual receiving representative payee support, the provider will ensure that the individual's treatment plan includes goals, objectives and rehabilitation interventions designed to build the skills needed for the individual to progress toward self-management of their own funds.

Where the provider will function as the representative payee of record, the provider may be compensated for administrative and clerical support activities related to the management of funds per the rules and procedures of the Representative Payee Program of the Social Security Administration, [SSA Payee Program](#).

## D. Monitoring

1. The provider shall allow the Department or its agent access to its facilities, records, and employees for the purposes of monitoring this Agreement. The Department or its agent will monitor compliance with the conditions specified herein. However, for conditions specifically covered by accreditation standards, the provider's current accreditation status with full compliance on all relevant standards (as submitted per section V.A. of this agreement) is accepted by the Division of Mental Health in lieu of administrative and program monitoring requirements (per 405 ILCS 30/3). (Licensure and certification reviews per 59 Ill Admin

Code 115 and 132 will continue to provide deemed status as currently included).

The provider shall notify Program Staff if a specific monitoring activity is believed to be redundant with specific accreditation standards for which the provider has been previously determined to be currently in full compliance. If satisfactory resolution of the issue is not achieved with Program Staff, the issue should be advanced to the Director of IDHS/DMH for resolution.

Monitoring will be conducted by Department staff and its agent or contractors within various offices of the Department, including but not limited to, the IDHS/DMH; Bureau of Accreditation, Licensure, and Certification; Office of Contract Administration; and Office of the Inspector General.

Monitoring may consist of, but is not limited to, the following review activities:

- a. Reviews of all required licenses and certifications;
- b. Reviews of all provider service and funding plans;
- c. Reviews of direct service provision;
- d. Reviews of substantiated cases of abuse and neglect including follow-up actions and support of victims;
- e. Review of appropriate team staffing based on Rule 132 and Rule 140 requirements;
- f. On-site reviews of individual clinical records, personnel files, provider and program policies and procedures, and financial records;
- g. On-site observations and interviews of individuals receiving services, guardians, and provider staff (including, but not limited to, program supervisory and direct care staff);
- h. Reviews of electronic data submissions and verification of data submissions or data accepted in lieu of electronic submission;
- i. Reviews of utilization patterns;

- j. Reviews of training records;
  - k. Key indicators of the fiscal viability of the provider;
  - l. Measures of the degree of individual access to services, such as waiting lists;
  - m. Evidence Based Programs; and
  - n. Title XX.
2. Performance Measures: The provider shall provide all provider data for performance outcome measures at the request of the Department.

## E. Data and Data Security

The provider shall adhere to IDHS policies and procedures for submitting data to the Department and for maintaining data security for all data submitted to, or received from, the Department.

## F. Individual and Family Input and Participation

The provider shall have policies and practices which reflect formal mechanisms, which ensure the outreach toward, and participation of individuals, their families, and/or other interested parties in the planning, development, delivery, and evaluation of and satisfaction with clinical services.

Providers are expected to educate individuals receiving services or the parent/guardians of children/youth receiving services toward participation in developing their plan for care, treatment and services including a crisis plan. The individual's, child's parent/guardians, and when appropriate, youth's participation in developing his or her plan for care, treatment, services, and crisis plan is documented on the individual treatment plan as well as a separate note in the individual's clinical record. The note includes the provider's process for involving individuals, and child/youth parent/guardians in their care, treatment, and service decisions. The process shall consider and respect the individual's, and parent/guardian's and youth's views. All efforts to involve individuals in consumer-generated crisis planning are to be made and documented before employing a provider-generated crisis planning. Provider-

generated crisis planning is to be replaced with consumer-generated crisis plan that is consistent with trauma-informed care. A copy of the written treatment plan will be provided to the individual, parent/guardians, and youth. The expectation is that services delivered to children will be Family Driven, as defined by the Federal-Substance Abuse Mental Health Services Authority.

## G. IDHS/DMH Individual and Family Grievance Process

The provider is responsible for maintaining an internal process for receiving and responding to grievances from individuals, families, or members of the community.

## H. Requests for Information

The provider shall respond to a request by the Department for general information (for example, a legislative inquiry) within ten (10) working days of the written request for information. For emergency forensic inquiries, the provider shall respond within forty-eight (48) hours of receipt of the request.

## I. Federal Mental Health Services Block Grant Funds

Federal Mental Health Services Block Grant funds (CFDA 93.958) allocated to a mental health grant provider shall not be used for the following:

1. To provide inpatient services;
2. To make cash payments to intended recipients of health services;
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; or
5. To improve financial assistance to any entity other than a public or nonprofit public entity

## J. Federal Housing Development

The provider agrees to notify the DMH Housing Coordinator thirty (30) days in advance of making any application to the federal Department of Housing and Urban Development (HUD) for HUD Section 811 or Continuum of Care programs for community-based Permanent Supportive Housing development funding for persons with mental illnesses.

The provider further agrees not to include the Department as a funding source on any application without the express written consent of the DMH Housing Coordinator.

## K. Consumer Registration Information

The provider shall ensure that consumer registration data on file with the Department or its agent are complete and are updated per department requirements to accurately reflect for each consumer receiving services their current status and condition, including information on diagnosis and functional capacity, whenever the consumer's treatment plan is updated, or the provider discontinues serving the consumer. For required data elements refer to the provider Manual.

## L. Continuity of Care

Continuity of care is a core tenet of responsible community mental health care. The provider is required to participate in a continuity of care activity to minimize barriers between and among inpatient, outpatient, emergency room, and other key health care boundaries in the local community. The Division will facilitate this planning process during the fiscal year and send notice to its providers about local service coordination event(s) that support continuity of care for customers of mental health services and supports.

## M. Disaster Response

In the event of a State-declared disaster, agencies funded through this contract for Medicaid, Non-Medicaid, and/or capacity grant programs shall participate in training for, and response to, an IDHS/DMH activated emergency response plan.

## N. Evidence-based Practices

Providers receiving a Uniform Grant Agreement or who are under another business agreement with IDHS/DMH to provide evidence-based practices must demonstrate fidelity to evidence-based practice models.

## O. Distribution of Materials to HFS or DHS/DMH Eligible Individuals

IDHS/DMH or its agent may develop and produce electronic and paper products designed to inform individuals about services, benefits, rights or the service delivery system such as updated copies of the IDHS/DMH Consumer and Family Handbook, notices for consumer and/or family telecalls. Providers shall assist IDHS/DMH or its agent with distributing these materials by placing or posting copies of written material produced and provided by IDHS/DMH or its agent in waiting areas, and by notifying individuals of available electronic information by providing and posting the website address for the information starting at the time of registration/enrollment and continuing throughout the consumer's service contract.



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **45CDB04648**

**State Agency** Illinois Department of Human Services

**FY.** 2025

**Grantee** CITY OF JOLIET

**Notice of Funding Opportunity (NOFO) Number.** 25-444-22-3507-01

**Data Universal Number System (DUNS) Number** 074407891

**FEIN** 366088568

**Catalog of State Financial Assistance (CSFA) Number** 444-22-3507

**CSFA Short Description.** 515-PCTS-PARTNERING COUNSELIN

**Catalog of Federal Domestic Assistance (CFDA) Number** N/A

**CFDA Short Description.** N/A

**Section A: State of Illinois Funds**

<b>REVENUES</b>	<b>Total</b>
State of Illinois Requested:	\$1,900,000.00
<b>Budget Expenditure Categories</b>	
1. Personnel (200.430)	\$37,914.00
2. Fringe Benefits (200.431)	\$23,990.08
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	\$1,838,095.92
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$1,900,000.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 <b>MUST EQUAL REVENUE TOTALS ABOVE</b>	\$1,900,000.00

**Contract Published Date Time: 2025.03.05.07.44.12 346**



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

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**Catalog of State Financial Assistance (CSFA) Number** 444-22-3507

**CSFA Short Description.** 515-PCTS-PARTNERING COUNSELIN

**Catalog of Federal Domestic Assistance (CFDA) Number** N/A

**CFDA Short Description.** N/A

**Section B: Non-State of Illinois Funds**

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

**Contract Published Date Time: 2025.03.05.07.44.12 346**



**State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE**

**Agreement Numbers. 45CDB04648**

**State Agency** Illinois Department of Human Services

**FY.** 2025

**Grantee** CITY OF JOLIET

**Notice of Funding Opportunity (NOFO) Number.** 25-444-22-3507-01

**Data Universal Number System (DUNS) Number** 074407891

**FEIN** 366088568

**Catalog of State Financial Assistance (CSFA) Number** 444-22-3507

**CSFA Short Description.** 515-PCTS-PARTNERING COUNSELIN

**Catalog of Federal Domestic Assistance (CFDA) Number** N/A

**CFDA Short Description.** N/A

**Budget Narrative Summary**

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

<b>Budget Category</b>	<b>State</b>	<b>Non-State</b>	<b>Total</b>
1. Personnel	\$37,914.00	N/A	\$37,914.00
2. Fringe Benefits	\$23,990.08	N/A	\$23,990.08
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	\$1,838,095.92	N/A	\$1,838,095.92
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$1,900,000.00	N/A	\$1,900,000.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$1,900,000.00		
Non-State Amount		N/A	
<b>TOTAL PROJECT COSTS</b>			\$1,900,000.00

**Contract Published Date Time: 2025.03.05.07.44.12 346**