



**Division of Family and Community Services  
Office of Community and Positive Youth Development**

# **2014 COMMUNITY YOUTH EMPLOYMENT PROGRAM**

**Request for Application**

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**Released 3-31-14**

**REVISED 4-23-14**

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## PART I

**A. Date of Issuance:** March 31, 2014

**B. Issuing Organizational Unit**

Illinois Department of Human Services  
 Division of Family and Community Services  
 Office of Positive Youth Development  
 401 S. Clinton, 4<sup>th</sup> Floor  
 Chicago, IL 60607

**Contact Person:** Ashley Hooks Williams, Associate Director  
[DHS.CYEP@Illinois.gov](mailto:DHS.CYEP@Illinois.gov)  
 312-793-4637

**C. RFA Availability**

Copies of this RFA may be downloaded from the Illinois Department of Human Services (DHS) website at [www.dhs.state.il.us](http://www.dhs.state.il.us). Look under “for Providers, RFA’s”. Additional copies may be obtained by calling the contact person listed above.

**D. Due Date, Location and Time of Application Opening**

Applications must be received no later than **April 30, 2014 and 2:00 P.M. (REVISED 4-23-14)**. The Application container will be time-stamped upon receipt. The Department will not accept applications submitted by electronic mail, on diskette or by facsimile machine. Mail your completed grant applications to:

Illinois Department of Human Services  
 “Sealed Bid – Do Not Open”  
 2014 Community Youth Employment Program  
 401 S. Clinton, 4<sup>th</sup> Floor  
 Chicago, IL 60607

Due Date & Time: **April 30, 2014 and 2:00 P.M. (REVISED 4-23-14)**

Applications may be personally dropped off at the above listed site by the due date and time.

**E. Audit Submission Requirements**

**All organizations applying for state funds shall submit one (1) copy of their most recent audited financial statements as part of their Application.** The Department will use the audit to ascertain the fiscal health of Applicants.

While the audit will not be scored as part of the review the Department reserves the right to use information in the audit to assist in the final recommendation for funding. Applicants are expected to demonstrate through their audits a strong financial position and an ability to obtain funding outside of the public sector.

Units of government (such as cities and counties, schools, health departments, etc.) **do not** need to submit an audit.

**F. Application Submission Requirements**

To be considered, Applications must be in the possession of the Department of Human Services staff at the specified location and by the designated date and time listed above. Applications received after the submittal date will be considered for funding and reviewed only if funding remains available after review and grant award of timely submittals.

**APPLICATIONS THAT ARE FAXED OR HANDWRITTEN WILL NOT BE ACCEPTED AND WILL BE IMMEDIATELY DISQUALIFIED.**

- Type application on 8 1/2 x 11-inch paper using 12-point type and at 100% magnification (not reduced).
- With the exception of letterhead and stationery for letter(s) of support, the entire Application should be typed in black ink on white paper.
- Double-spaced, on one side of the page, with 1-inch margins on all sides.
- The entire application, including appendices, must be sequentially page numbered.
- Applications should be bound with a single staple or binder clip in the upper left-hand corner.
- Please do **not** use any other form of binding, including ring binders, spiral binders, report covers or rubber bands as well as subject dividers or tabs to extend beyond the 8 1/2 x 11 inch page.

**G. Eligible Respondents**

**Eligible applicants must have administrative and fiscal capacity to administer the program according to the Department's requirements and have the capability to be the "EMPLOYER OF RECORD" including the administration of a payroll system for the employed youth starting in the summer of 2014.** Eligible applicants include:

- Community-based organizations throughout Illinois that have received state grant funds and successfully administered a youth employment program.
- Eligible organizations that have not received grant funds (for youth programs) that can demonstrate the capacity to run a youth employment program in the following counties: Adams, Alexander, Coles, Cook, Crawford, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Kankakee, Macon, Marion, Massac, Peoria, Perry, Pike, Pulaski, Randolph, Saline, Sangamon, St. Clair, Union, Vermilion, Williamson, Winnebago.

Grant funds must be used to address youth unemployment, poverty, and violence in Illinois' most needy communities.

Eligible participants are defined as youth ages 16-24 who are served under the following programs:

- National School Lunch Program

- Workforce Investment Act
- Food Stamps / SNAP Program
- Temporary Assistance for Needy Families
- Court-involved or at risk youth, or
- Family income does not exceed 200% of the Federal Poverty Level (FPL)

**H. Award Process**

- a. Grants will be awarded based on the availability of funds and a state appropriation for this program.
- b. Grants will be awarded to organizations through a competitive application process outlined in this Request for Application.
- c. Costs must be reasonable and necessary and must be clearly explained and justified in the Budget section of this Request for Application.

Successful Applicants will be notified in writing by letter from the Secretary of the Department of Human Services. A Notice of Grant Award is not equivalent to an agreement with the Department to commence providing service. Successful applicants will receive the FY14 Community Service Agreement or an amendment thereto for their signature and return. The release of this RFA does not compel the Department of Human Services to make an award.

**I. Review Panel**

Applications will be reviewed by a panel established by DHS, which may include Department staff familiar with the requirements of the program, academics and experts in relevant field, and community-based social services providers who are not party to applications for funding under this announcement. Panel members will initially read and evaluate applications independently using guidelines furnished by DHS and will subsequently participate in review panel meetings during which Applications will be reviewed and scored collectively.

The Department reserves the right to consider factors other than the Applicant's final score in determining final grant recommendations. Such factors may include (but are not limited to) geographic service area, Applicant's past performance, or degree of need for services.

**J. Withdrawal Disclaimer**

The Department of Human Services may withdraw this Request for Applications at any time prior to the actual time a fully executed agreement is filed with the State of Illinois Comptroller's Office.

**K. Modifications to Applications by DHS**

If it becomes necessary or appropriate for DHS to change any part of the RFA, a modification to the RFA will be available from the Department's (DHS) website: <http://www.dhs.state.il.us> and it will be issued to all known recipients of the RFA. In case of such an unforeseen event, DHS will issue detailed instructions for how to proceed.

**L. Clarifications, Negotiations or Discussions Initiated by DHS**

The Department may contact any applicant prior to the final award for the following purposes:

As part of the Department's review process, the Department may request an applicant clarify its bid or Application. Discussions may be held to promote understanding of the Department's requirements and the applicant's Application and to facilitate arriving at a contract that will be most advantageous to the State considering price and other evaluation factors set forth in the RFA.

When the Department knows or has reason to conclude that a mistake has been made, the Department shall ask the Applicant to confirm the information. Situations in which confirmation should be requested include obvious or apparent errors on the face of the document or a price unreasonably lower than the price others submitted, or if the price is considerably high than what is currently paid for this type of services. If the Applicant alleges a mistake, the bid or Application may be corrected or withdrawn following the conditions set forth by the State of Illinois.

**M. Late Applications/Responses**

Applications received after the submittal date will be considered for funding and reviewed only if funding remains available after review and grant award of timely submittals.

**N. Commencement of Service**

The Department will not reimburse applicants for expenses incurred prior to the complete and final execution of the written contract. If the applicant receives an award letter from the Secretary, then it is reasonable to assume that the Department will be forwarding the Applicant a contract.

No services can be reimbursed prior to the full and complete execution of the contract and filing with the Illinois Office of the Comptroller.

**O. Public Information**

Some information submitted pursuant to this RFA is subject to the Illinois Freedom of Information Act. The successful applicant must recognize and accept that any material marked proprietary or confidential that must be made a part of the contract may be considered open for public inspection. Price information submitted by the successful Applicants shall be considered public.

For Applications that are not selected for funding, only the list of those submitting Applications/responses shall be considered public. Any internal documentation used to determine grant selections will not be considered public information.

Applicant scores will **NOT** be made public. The Department may give Applicants feedback about their Application upon request and at the discretion of the Department.

**P. Contract**

The legal agreement between DHS and the successful applicants will be in the form and format prescribed by DHS. The standard DHS Community Service Agreement (CSA)

will be used as the grant agreement. Samples of this agreement may be found at <http://www.dhs.state.il.us/page> and in Attachment E of this RFA. If selected for funding, the applicant will be provided a DHS Community Service Agreement for their signature and return. Applicants must review the sample CSA and insure that they meet all requirements contained in the CSA. Applicants must note any exceptions contained in the CSA. All exceptions must be agreed to by DHS before awarding any grants and execution of the CSA.

**Q. Program Evaluation and Reporting Requirements**

In order to assure accountability at all levels of service provision, the Illinois Department of Human Services is implementing the practice of performance-based contracting with its grantee agencies. The articulation and achievement of measurable outcomes assure that we are carrying out the most effective programming possible.

**R. Congressional and Legislative Districts**

On the required Application Cover Sheet, the Applicant must provide, the Congressional District (by number), available at the following web site: <http://www.house.gov/> and the Illinois House and Senate Legislative Districts (by number), available on the Illinois General Assembly web site at <http://www.ilga.gov/>.

**S. Additional Information**

The Department reserves the right to request additional information that could assist the Department with its award decision. Applicants are expected to provide the additional information within a reasonable period of time. Failure to provide the information could result in the rejection of the Application.

**T. Background Checks**

Background checks are required for all program staff and volunteers who have one-on-one contact with children and youth. Funded programs will be required to have a written protocol on file requiring background checks, as well as evidence of their completion.

**U. Child Abuse/Neglect Reporting Mandate**

Per the Child Abuse and Neglect Reporting Act, adults working with children and youth under the age of 18 years old are mandated reporters for suspected child abuse and neglect. Funded programs must have a written protocol for identifying and reporting suspected incidents of child abuse or neglect.

**V. Hiring and Employment Policy**

It is the policy of the Department to encourage cultural diversity in the work environment and to promote employment opportunities through its programs. The Department's philosophy is that the program workforce should appropriately reflect the populations to be served, with special attention given to hiring individuals indigenous to those communities. Consistent with Department policy, whenever a position becomes available, funded programs are encouraged to consider TANF clients for employment, contingent upon their qualifications in the area of education and work experience.



## **PART II**

### **INTRODUCTION**

#### **A. Intent of the RFA**

The Department of Human Services will administer a grant program that provides eligible youth with age-appropriate job training, life skills, counseling, work-readiness skills and supervised meaningful work experience. This program presents an opportunity to connect youth to the skills that are needed to enter and advance in the workforce. The applicant should determine the targeted population (in-school youth ages 16-21, or out of school youth ages 16-24) that will be served through this grant and design the program in accordance with the information outlined below. This application may also provide funding for organizations administering community gardens projects.

##### **A. Work Experience Projects for In-School Youth (ages 16-21)**

Projects targeting in-school youth will provide seasonal work-experience projects that typically last 6-12 weeks. Eligible youth will be placed in age-appropriate, ability-appropriate, and experience-appropriate work sites with identified employers. Under supervision the youth will engage in meaningful work experience linked to one of the sixteen career clusters (see page 11).

##### **B. Work Experience Projects for Out-of School Youth (ages 16-24)**

Projects targeting out-of-school youth will provide full-time work-experience projects that typically last for 3-6 months. Eligible youth will be placed in age-appropriate, ability-appropriate, and experience-appropriate work sites with identified employers. Under supervision, the youth will engage in meaningful work experience linked to one of the sixteen career clusters. At the successful conclusion of the work experience, Grantees will be encouraged to provide permanent on-the job training opportunities that are funded through private funders.

##### **C. Community Gardens for Eligible Youth (ages 16-24)**

Project staff will lead youth teams in planning and developing community gardens and distributing the food from these gardens free to organizations that serve low-income populations. Youth will learn sustainable agriculture practices, healthy food preparation and eating habits, teamwork, responsibility, community service and entrepreneurship, while allowing them to gain new skills and knowledge in food distribution and marketing. A Farmers' Market component may also be incorporated into the project to teach youth about the entrepreneurial aspect of community gardens and promote the gardens sustainability.

Gardening and horticulture education will be provided every day to youth as they are participating in project activities. In addition, more in-depth enrichment opportunities will be delivered by the Grantee, or designee, utilizing curriculum obtained as part of a local degree or certificate program or from another source. Partnerships with educational institutions are

encouraged in order to offer degree or certificate program outcomes for youth. Lessons may include outside speakers and tours. Curriculum must include, at a minimum, four educational lessons that would expand student understanding and awareness of local and regional food systems and career opportunities in agriculture and natural resources. Lessons should be designed to minimally address the following:

- Overview of local and regional food systems within larger agriculture and food distribution networks and why they are important in providing fresh and local foods to residents, and all the different roles that are played in producing, aggregating/distributing, processing and providing technical assistance and support in the system;
- Food quality and safety and what is involved in growing high-quality, safe, fresh foods that are safe and secure including some core concepts in plant sciences;
- Agri-Business including the business aspects of producing and distributing foods in efficient ways that can allow people to make a living; and
- Agriculture careers based on the Agriculture and Natural Resources career cluster materials with a focus on local and regional foods.

Successful community garden applicants must agree to meet all program requirements and document how their organization will:

- Sustain the garden after the end of the grant, identifying resources and plans for sustainability in the application.
- Provide a qualified, experienced agricultural professional to assist with the program.
- Provide appropriate land for operating at least one community garden for this growing season.
- Distribute the foods free to organizations serving low-income populations in their communities and through the sale of products to promote sustainability.
- Provide educational enrichment and workforce readiness components to all youth.

## **B. Objectives/Services to be Performed (the Approach)**

All projects funded under this program must provide case management, supportive services, work readiness skills training and career education that is focused on Illinois' targeted industries and careers clusters.

**Case Management:** Case management services include job assessment, career readiness, job placement, supportive services and necessary follow-up and referral upon completion of the program.

**Supportive Services:** Supportive services may include transportation assistance, day care expenses, work clothes, tools and supplies, or other items that are required for youth to participate in the program. Applicants must submit documentation on how the youth will be assessed for supportive services and the internal controls that will ensure the accountability and appropriate expenditure of grant funds.

**Work Readiness Training:** All projects must provide training on the work readiness skills needed for employment using the Illinois workNet portal [www.illinoisworknet.com](http://www.illinoisworknet.com).

Grantees must register each participant in Illinois workNet and administer an on-line pre-test and post-test that will be used to measure the success of the program. The youth participants should show improvement between their pre-assessment evaluation and their post-assessment evaluation, as well as have completed the following activities in Illinois workNet, to be considered as a successful program participant:

- Exploring Careers and Training
- Financial Literacy, including opening a bank account
- Workplace Skills
- Job Search Skills
- Resume Writing
- Applying for a Job
- Interviewing Skills
- Personal responsibility/safety, violence awareness, and prevention

***Career Education / Illinois Pathways:*** Career education includes training that expands the student's understanding and awareness of career clusters and pathways. Competitive projects will be tied to the courses, work-based learning activities, and credentials/assessments outlined in the Illinois pathways initiative<sup>1</sup>. The objective of these strategies is to provide youth with a structured pathway related to their academic or career interests, as well as resources to fully engage students in their learning and enable them to successfully transition into postsecondary education programs and the workforce.

***Targeted Industries and Careers:*** All educational enrichment and work experience projects must be aligned with the career clusters or groups of occupations and industries that have in common a set of foundational knowledge and skills.<sup>2</sup> There are 16 nationally recognized clusters including:

- Agriculture, Food & Natural Resources;
- Architecture & Construction;
- Arts;
- Audio/Video Technology & Communications;
- Business Management & Administration;
- Education & Training;
- Finance;
- Government & Public Administration;
- Health Science;
- Hospitality & Tourism;
- Human Services;
- Information Technology;
- Law, Public Safety, Corrections & Security;
- Manufacturing; Marketing;
- Science, Technology, Engineering & Mathematics; and
- Transportation, Distribution & Logistics.

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<sup>1</sup> For more information regarding Illinois Pathways, please visit <http://www.illinoispathways.com>

<sup>2</sup> For more information regarding Illinois' career clusters, please visit <http://www.ilprogramsofstudy.org/>

***General Worksite Guidelines***

The employment of youth participants in a youth program must not occur at worksites where:

- A participant's employment would unfavorably impact current employees (a youth participant cannot displace all or a portion of a current employee's hours including overtime, wages, employment benefits, or promotional opportunities);
- A participant's employment would impair existing contracts for services or collective bargaining agreements;
- A participant's employment would replace the work of employees who have experienced layoffs; and
- An employer has terminated a regular employee or otherwise reduced its workforce with the intention of replacing said employees with participants subsidized with these funds.

***Worksite Agreements***

All youth employment opportunities must have a signed worksite agreement.

- Each worksite agreement must contain, at a minimum, the following items for each worksite included in the agreement:
  - Worksite contact and mailing information;
  - Detailed information on the worksite such as location, working days and hours, activities, job titles, job descriptions and number of positions available under each;
  - Worksite supervisor information;
  - A detailed set of mutual terms, conditions, promises, and payments that the grantee and contractor have agreed upon; and
  - A listing of participants for each worksite along with their projected start and end date.
- Grantees must ensure that worksites for youth adhere to current workplace safety guidelines.
- Grantees must ensure that worksites for youth adhere to applicable federal/state wage, labor, and workers compensation laws.

***Supervisor Background Checks***

All supervisors of youth worksites funded under this program must pass a background check conducted prior to being allowed to supervise any youth.

- Individuals who are not participants but hired as a supervisor must have the background check conducted as a condition of employment into a supervisory role. Background checks are an allowable expense as a condition of employment as a supervisor.

Participants who are hired into a supervisory position must have a background check conducted prior to being allowed to perform any supervisory activities. Background checks are allowable expenditures so long as the individual receiving the background check is registered as a participant prior to receiving the background check.

## C. Service Area

Eligible applicants include:

1. Community-based organizations, local workforce investment areas, and local units of government throughout Illinois that have received state grant funds and successfully administered a youth employment program.
2. Eligible organization that have not received grant funds (for youth programs) that can demonstrate the capacity to run a youth employment program in the following counties: Adams, Alexander, Coles, Cook, Crawford, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Kankakee, Macon, Marion, Massac, Peoria, Perry, Pike, Pulaski, Randolph, Saline, Sangamon, St. Clair, Union, Vermilion, Williamson, Winnebago.

Grant funds must be used to address youth unemployment, poverty, and violence in Illinois' most needy communities.

## D. Mandatory Requirements of Applicants

Proposals are to be completed in the format provided by inserting text into the spaces provided in each section (Word document). Respond to all sections of the proposal. DHS is seeking projects that: 1) demonstrate administrative and fiscal capacity to serve youth in multiple communities, 2) have outreach systems to identify eligible youth including the ability to target underserved populations, and 3) have strong established employer relationships and methods to recruit employers.

Successful Community Youth Employment applicants agree to meet all program requirements including requirements to:

- Have administrative and fiscal capacity to administer the program according to the Department's requirements.
- Have the administrative capacity to assume the role of "EMPLOYER OF RECORD" including the administration of payroll system.
- Conduct outreach to identify eligible youth participants and partner with local organizations for referrals to the program.
- Determine eligibility and obtain all required documentation, and complete a workplace assessment for proper work experience placement.
- All youth must complete a work readiness pre- and post-assessment through Illinois workNet.
- Provide educational enrichment, work readiness and career education components to all youth.
- Recruit employers for worksites.
- Qualifying employers will be based on level of supervision and quality of work experience. Work experience is related to the sixteen career clusters.
- Provide supportive services to facilitate a positive attendance record.
- Document youth attendance through time sheets.
- Provide oversight of the program through the monitoring of worksites and the continuous assessment of program activities and outcomes.
- Provide timely reports as required or requested.

### ***Project Schedule***

Project schedules should be based on a start date no earlier than June 1, 2014 and an end date no later than September 30, 2014. Projects may begin and end any time during this period based on project design and the availability of youth to participate in the program.

### ***Allowable Costs***

Allowable costs are those that are necessary and reasonable based on the activity(ies) contained in the Scope of Work and are justified in the Budget Narrative. Allowable costs are defined below:

- *Youth Wages:* Includes compensation for services rendered limited to youth wages and benefits to include FICA and workers compensation. Youth must be paid a wage rate of \$9 per hour. The length of employment will vary based on the project. **No less than 70% of the total funds** may be budgeted and expended for youth wages.
- *Program Services:* Includes, but is not limited to, the delivery of services related to youth employment that provides direct linkages to academic and occupational learning, employer coordination and recruitment, and youth supportive services that may include transportation, child care, work-related attire, physicals, and background checks. **No more than 30% of the total funds** may be budgeted and expended for project administration.
- *Administration:* Includes, but is not limited to, accounting; budgeting; financial and cash management; procurement and purchasing; property management; payroll; and audit costs. It is expected that Direct Administrative costs will represent a small portion of the overall program budget.
- *Contractual:* Includes cost incurred via contract or subcontract that are needed for the achievement of project objectives. Organization procurement procedures must be followed on establishing contractual relationships.
- *Other:* Includes direct cost not clearly identified in the other line items. A detailed list of cost and why they are not reported in the other line item is required.

Grantees will be held accountable to all state rules and regulations governing the use of these grant funds.

Unless otherwise stated in the program specific exhibits of the CSA, Indirect costs are not allowed. (These are costs that are not directly attributable to and necessary for the implementation of the specified program.) Funding allocated is intended to provide direct services to youth.

## **E. Award Amount**

Grants will be awarded based on the availability of funds and a state appropriation for this program.

**APPLICATION CONTENT (SCORED AS INDICATED)**

Applicants must submit an Application that contains the information outlined below. Each section must have a heading that corresponds to the headings listed below. If the applicant believes that the subject has been adequately addressed in another part of the application narrative, then provide the cross-reference to the appropriate part of the narrative. Information in this section should include, but not be limited to, the following:

**A. Executive Summary (1 page maximum) – Not scored**

- Organization's overall mission
- Address the need for youth employment and job readiness training in the State of Illinois' most at-risk communities

**B. Organization Qualifications / Organizational Capacity (30 points)*****Agency Experience***

- Provide information regarding recent state grants awarded within the last three years. Include the year, grant amount, and number of youth served.
- Identify the geographic area(s) served. Describe how Organization is rooted in the community it proposes to serve.

***Program Experience***

- Provide history operating youth and job training programs
- Identify the number of years providing summer youth employment.
- Highlight the benefits/outcomes of the project, and fiscal capacity.
- Provide information regarding your organization's capacity and experience in managing a participant payroll system – especially for summer youth employment programs (if applicable).
- For youth programs you have administered, how do you measure success? And by those measurements, how successful have the youth programs been? Provide specific data.

***Program Staffing***

Identify the main person responsible for this project and explain his or her experience and provide contact information (attach resume), including telephone and email address. The following information should be included for all staff involved with students:

- Job descriptions for all employee positions that will be funded with this grant, including the program director, and an indication of the percent of time those employees will spend in this program.
- Organizational chart of the Applicant showing where the program and its staff will be placed.

**C. Application (20 points)*****Program Methodology***

- Explain your outreach activities and how you identify the youth to be served—especially for at-risk populations (i.e., ex-offenders, at-risk youth, disabled youth, out-of-school youth, etc.)
- Explain your eligibility determination process to include how you will obtain documentation that will be included in each of the youth's files (i.e., family income determination, food stamp/SNAP letter, etc.)

- How will you retain youth who may have multiple barriers to employment in your programs?
- Explain if/how your 2014 program is supported by other grants and funding sources and provide information to verify that you have the capacity to serve additional youth (if applicable).

***Program Timeline***

- Describe program implementation timeline. Include when the initial activities will begin, a description/planned dates for: key meetings with partners; selection of program delivery site(s); personnel transactions; component curricula selection; staff trainings.

***Program Administration***

- It is anticipated that this program will begin June 1, 2014. Priority will be given to those projects that can begin upon grant execution. Provide a detailed narrative of the project implementation plan including key activities, outcomes and corresponding timeframes.
- The applicant must demonstrate that they have the administrative capacity to be the employer of record for this project.

***Program Implementation and Monitoring***

- Describe the strategies you will implement to assure that your program will stay on schedule and meet the program objectives? What is your strategy for monitoring sub-contracted providers and assuring they are meeting program timelines and requirements (if applicable)?
- Include also your strategy for monitoring worksites (site visits, phone contact, reports, etc. –include frequency)
- Describe how you will ensure youth are registered and have access to training on the work readiness skills needed for employment using the Illinois workNet portal [www.illinoisworknet.com](http://www.illinoisworknet.com)

***Provider Selection (complete this part only if applicable)***

- If services will be provided by a sub-contracted provider, how will the provider(s) be selected and what is your timeframe for the selection process?
- Provide a list of all the youth providers you will potentially work with.



**D. Target Population and Youth Recruiting (25 points)**

- Provide detail of the proposed summer youth employment and training program design. What targeted population(s) (in-school youth 16-21, or out of school youth 16-24) will be served through this grant? Copy and Complete the Chart Below:

Project Type	Anticipated Number of Youth to be served	Average Number of weeks in Project	Average Number of hours worked per week	Total Number of hours on work readiness
Work Experience Projects for In-School Youth (16-21)				
Work Experience Projects for Out-of-School Youth (16-24)				
Community Gardens Eligible Youth (16-24)				

***Employer Recruitment and Placement***

- Describe your strategy for recruiting worksites and ensuring proper levels and quality of supervision.
- Describe your strategies for identifying and placing participants in appropriate employment.
- List the employers that will be a worksite or those that you will reach out to for job placements; include your organization if it will be a placement site. Provide the number of jobs by employer you plan to secure. Copy and complete the form below.

Name of Employer	Sector	Secured Placements (Yes/No)	Contact Name and Number	Number of Jobs	ADA Accessible (Yes/No)

**E. Fiscal Capabilities (25points)**

- State the total amount of funds requested broken down by fiscal year.
  - FY14: June 1-June 30, 2014 (Anticipated costs associated with program start up, in addition to youth employment)
  - FY15: July 1-September 30, 2014
- Describe your organization’s accounting procedures and system of oversight.
- Complete the Budget Forms found in the Attachments according to the Allowable Costs of this RFA.
- Provide a Budget Narrative describing how appropriate resources and personnel have been allocated for the tasks and activities described.

~~F.Linguistic and Cultural Competency Guidelines — Not scored~~ **REMOVED COMPLETELY 4-11-14**

- ~~• Complete the Linguistic and Cultural Competence Plan document found in the Attachments according to the outlined guidelines.~~
- ~~• A scoring rubric will be used to evaluate applicant Linguistic and Cultural Competence Plans, which must meet the criteria outlined in the guidelines included in the Attachment.~~
- ~~• For applicants selected, their Linguistic and Cultural Competency Plans must meet the criteria outlined in the Attachment.~~

## **ATTACHMENTS**

**Attachment A: Applicant Cover Sheet**

**Attachment B: Application Content Checklist**

**Attachment C: Budget forms and instructions**

**Attachment D: Allowable Costs**

**Attachment E: Example of DHS Community Service Agreement and Exhibits**

**Attachments A, B, C, and D are also posted separately as a Word document. Please use the Word document to complete the Attachments.**

**ATTACHMENT A**

**APPLICANT COVER SHEET**  
**(INSTRUCTIONS AND FORM)**

**ATTACHMENT A****APPLICANT COVER SHEET  
INSTRUCTIONS**

All applications shall be submitted as required in the Request for Applications or other instructions distributed by the Department of Human Services.

1. Provide applicant name and address as it is to appear in the contracts for services that will be developed for successful applicants.

FEIN/TIN number: Provide your nine-digit federal Taxpayer Identification Number (also known as the Federal Employer Identification Number) or the state-assigned Governmental Unit Code. Governmental agencies (county or municipality) should use the Governmental Unit Code, which generally begins with 20 or 30; non-governmental agencies or multi-county agencies should use the FEIN, which generally begins with 36 or 37.

Applicants not currently receiving funding from the Division of Family and Community Services should attach a copy of the applicant's Internal Revenue Service (IRS) Form 575K, Notice of New Employee Identification Number Assigned, or an IRS Form W-9 in which the applicant's name and FEIN/TIN number is consistent with the information on record with the Secretary of State and the IRS.

2. Enter the date the application is forwarded to the Department.

3. Provide the name and title of the person authorized to enter into contracts or otherwise obligate the agency to provide services. This information will be used for the signature block for contracts offered to successful applicants.

Signature of "Authorized Official" certifies compliance with all requirements as described in the Request for Applications, applicable program rules and regulations, and applicable state and federal rules and regulations.

4. Enter the project period to be covered by this application, if different than that indicated.

5. Mark (X) to indicate your type of organization. Documentation of current status such as a certificate of good standing from the Secretary of State or other comparable proof of status must be provided for all applicants other than governmental entities.

6. Provide the appropriate district numbers for the area(s) to be served.

ILLINOIS DEPARTMENT OF HUMAN SERVICES  
 401 South Clinton  
 Chicago, Illinois 60607  
 Division of Family and Community Services

**APPLICANT COVER SHEET**

**ATTACHMENT A**

1	<b>APPLICANT ORGANIZATION</b>			
	LEGAL NAME OF APPLICANT ORGANIZATION *Attach IRS Form 575K or Form W-9, when applicable			
	ADDRESS			
	TELEPHONE			
	FEIN/TIN NUMBER			
2	DATE OF SUBMISSION	MONTH / DAY / YEAR		
3	<b>APPLICANT CERTIFICATION</b>			
	To the best of my knowledge, the data and statements in this application are true and correct. The applicant agrees to comply with all State/Federal statutes and Rules/Regulations applicable to the program.			
4	<b>AUTHORIZED OFFICIAL</b>			
	Typed Name			
	Title			
	Signature		Date	
5	<b>PROJECT PERIOD</b>			
	From			
6	<b>TYPE OF ORGANIZATION</b>			
	<input type="checkbox"/> Governmental Entity <input type="checkbox"/> *Not-For-Profit Corporation <input type="checkbox"/> Corporation <input type="checkbox"/> Medical/Health Care Provider Corporation <input type="checkbox"/> *Tax Exempt Organization (IRC 501(a) only) * Must provide documentation of current status			
7	<b>LEGISLATIVE DISTRICT NUMBERS</b>			
	<b>CONGRESSIONAL</b>			
	LEGISLATIVE (State Senate District)			
	LEGISLATIVE (State Representative District)			
8	<b>FOR DEPARTMENT USE ONLY:</b>			
	<b>Contract Number:</b> <b>Document Number:</b>			

# **ATTACHMENT B**

# **APPLICATION CONTENT CHECKLIST**

**Attachment B****ILLINOIS DEPARTMENT OF HUMAN SERVICES****APPLICATION CONTENT CHECKLIST**

**Name of RFA:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

The Application should contain the following in this order:

- Applicant Cover Sheet
- This APPLICATION CONTENT CHECKLIST
- Executive Summary
- Organization Qualifications/Organizational Capacity
- Application
- Target Population / Recruitment
- Fiscal Capabilities
- ~~Linguistic and Cultural Competency Guidelines~~ **REMOVED COMPLETELY 4-11-14**
- Budget Forms and Budget Justification
- Appendix A: Resumes
  - Applicant's Executive Director
  - Program Director
- Appendix B: Job Descriptions
  - Program Director
  - Other Grant Funded Employees
- Appendix C: Organizational Chart
- Appendix D: Letters of Agreement/Support from collaborating agencies/organizations (if applicable)
- Appendix E: Most recent audited financial statements
- Appendix G: Tax-exemption documentation (if applicable)



# **ATTACHMENT C**

## **BUDGET FORMS (INSTRUCTIONS AND FORMS)**

**2014 COMMUNITY YOUTH EMPLOYMENT PROGRAM**

<b>Line item or Cost Category Description</b>	<b>Requested grant budget amount</b>	<b>Proposed budget match amount</b>
<b>Youth wages</b> (min. 70% of total)		
<b>Program services</b> (max. 30% of total)		
<b>-Case management</b>		
<b>-Employer outreach &amp; recruitment</b>		
<b>-Supportive services</b>		
<b>Administrative</b>		
<b>Contractual</b>		
<b>Other</b>		
<b>TOTAL COST</b>		

Reimbursement is not available for purchase of fixed equipment more than \$1,000. Typical examples for administrative/indirect are administrative personnel, rent, utilities, building maintenance, local telephone, equipment maintenance, management and general and accounting. For purposes of this program, it is requested that direct costs be those directly associated with the delivery of program services. These may include labor, program supplies, space for services, etc. Classification of costs are subject to interpretation by the Department. Federal Circulars can be referenced for assistance: OMB Circular A-21, "Cost Principles for Educational Institutions" A-87 "Cost Principles for State, Local ...Governments", A-122 "Cost Principles for Non-Profit Organizations."

**BUDGET NARRATIVE**

Provide a budget narrative for each line item of the budget. Any package received without a budget narrative will be returned to the Provider.

Each line item must have a narrative explanation or justification stating the method used in determining the amount allocated to each line item, why and how funds are to be utilized. Include your basis for determining administrative/indirect and direct program services. A budget submitted without narrative explanation or justification of each line item will be considered incomplete.

Note: While it is permissible for more than one funding source to share the costs of a given service, it is not permissible for two funding sources both to reimburse the same cost of a service. Double claiming is prohibited even if the combined sources do not exceed the expenditures.

<b>Youth – Wages and Benefits</b>	<b>Amount Requested</b>	<b>Matching Funds (if provided)</b>
Minimum 70% of total Wages and benefits (FICA and Worker’s Comp.) paid to youth. Show detail as to how calculated—number of youth, hourly wages of \$9/hour, number of hours per week, number of weeks.		
<b>Detailed Explanation/Justification:</b>		

<b>Program Services</b>	<b>Amount Requested</b>	<b>Matching Funds (if provided)</b>
Maximum 30% of the total grant funds may be budgeted for program services. Includes, but is not limited to, the delivery of services related to youth employment that provides direct linkages to academic and occupational learning, employer coordination and recruitment, and youth supportive services that may include transportation, child care, work-related attire, physicals and background checks		
<b>Detailed Explanation/Justification:</b>		

<b>Administrative Cost</b>	<b>Amount Requested</b>	<b>Matching Funds (if provided)</b>
Includes, but is not limited to the grant management, accounting; budgeting; financial and cash management; procurement and purchasing; property management; payroll; and audit costs. It is expected that Direct Administrative costs will represent a small portion of the overall program budget.		
<b>Detailed Explanation/Justification:</b>		

<b>Contractual Services</b>	<b>Amount Requested</b>	<b>Matching Funds (if provided)</b>
Costs to be incurred via contract or sub grant. List and describe purpose of each contract/sub grant and how you will follow your procurement guidelines. Explain how each item is needed for the achievement of project objectives.		
<b>Detailed Explanation/Justification:</b>		

<b>Other Costs</b>	<b>Amount Requested</b>	<b>Matching Funds (if provided)</b>
Use for all direct costs not clearly covered in the lines above. Include a detailed list describing all other costs not included in the above lines including the amount for each item.		
<b>Detailed Explanation/Justification:</b>		

# ATTACHMENT D

## ALLOWABLE COSTS

### ATTACHMENT D ALLOWABLE COSTS FOR REIMBURSEMENT UNDER GRANT AGREEMENT

To be reimbursable under DHS Grant Agreement, expenditures must meet the following general criteria:

- a. Be necessary and reasonable for proper and efficient administration of the program and not be a general expense required to carry out the overall responsibilities of the agency.
- b. Be authorized or not prohibited under federal, state or local laws or regulations.
- c. Conform to any limitations or exclusions set forth in the applicable rules, program description or grant agreement.
- d. Be accorded consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.
- e. Not be allocable to or included as a cost of any other state or federally financed program in either the current or a prior period.
- f. Be the net of all applicable credits.
- g. Be specifically identified with the provision of a direct service or program activity.
- h. Be an actual expenditure of funds in support of program activities, documented by check number and/or internal ledger transfer of funds.

**Unallowable costs include**, but are not limited to:

Bad debts  
Contingencies or provision for unforeseen events  
Contributions and donations  
Entertainment, alcoholic beverages, gratuities  
Fines and penalties  
Interest and financial costs  
Legislative and lobbying expenses  
Real property payments or purchases  
Indirect cost plan allocations

# **ATTACHMENT E**

Example of DHS Community Service Agreement and Exhibits

Agreement No. \_\_\_\_\_  
**COMMUNITY SERVICES AGREEMENT  
BETWEEN  
THE DEPARTMENT OF HUMAN SERVICES  
AND**

\_\_\_\_\_  
**FOR FISCAL YEAR 2014**

The Illinois Department of Human Services (DHS), with its principal office at \_\_\_\_\_, and \_\_\_\_\_ (Provider), with its principal office at \_\_\_\_\_ and payment address (if different than principal office) at \_\_\_\_\_, hereby enter into this Community Services Agreement ("Agreement"). DHS and Provider are collectively referred to herein as "Parties" or individually as a "Party."

**RECITALS**

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

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

**ARTICLE I**

**TAXPAYER CERTIFICATION**

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

Individual Nonresident Alien

Sole Proprietorship Pharmacy/Funeral Home/Cemetery Corp.

Partnership Tax Exempt

Corporation (includes Not For Profit) Limited Liability Company (select

Medical Corporation applicable tax classification)

Governmental Unit. D = disregarded entity

Estate or Trust. C = corporation

Pharmacy-Non Corporate. P = partnership State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 2 of 42

1.2. Estimated Amount of Agreement. The estimated amount payable by DHS to Provider under this Agreement is \$\_\_\_\_\_. Provider agrees to accept DHS' payment for services rendered as specified in the Exhibits incorporated as part of this Agreement.

1.3. Term. This Agreement shall be effective on July 1, 2013, and shall expire on June 30, 2014, unless terminated or extended pursuant to the terms hereof.

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

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

**ILLINOIS DEPARTMENT OF HUMAN SERVICES [PROVIDER NAME]**

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

Michelle R.B. Saddler Signature of Authorized Representative

Secretary

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

Signature of Designee

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

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

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

Designee

E-mail: \_\_\_\_\_

FEIN: \_\_\_\_\_

Agreement #: \_\_\_\_\_

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.** State of Illinois/Department of Human Services  
COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 3 of 42



## **ARTICLE II**

### **REQUIRED REGISTRATIONS**

2.1. Standing and Authority. Provider warrants that:

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

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

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

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

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

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

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

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

2.5. Compliance with American Recovery and Reinvestment Act (ARRA). If the Program is funded using ARRA funds, Provider will be notified in an Exhibit or Attachment hereto.

## **ARTICLE III**

### **DEFINITIONS**

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

"Administrative Costs" means those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective, *i.e.*, a particular Award, Program, Program, State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 4 of 42

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

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

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

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

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

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

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

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

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

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

"Disallowed Costs" means those charges to an award that DHS determines to be Unallowable Costs. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 5 of 42

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

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

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

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

“GAAP” means Generally Accepted Accounting Principles.

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

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

“Indirect Cost Rate” means is a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, DHS will not reimburse those Indirect Costs unless Provider has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate. If Provider has a current, applicable rate negotiated by a cognizant Federal agency, Provider shall provide to DHS a copy of its Indirect Cost Rate Application and the acceptance letter from the Federal government. If Provider does not have a current, applicable rate negotiated by a cognizant Federal agency, DHS shall be responsible for establishing an Indirect Cost Rate for Provider.

“Indirect Cost Rate Application” means the documentation prepared by Provider to substantiate its request for the establishment of an Indirect Cost Rate.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes.

“Net Revenue” is synonymous with “Profit.”

“OMB” means the Executive Office of the President of the United States, Office of Management and Budget. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 6 of 42

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

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

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes.

“Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

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

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

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

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.3.

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

#### **ARTICLE IV**

##### **PAYMENT**

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

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

4.3. Cash Management Improvement Act of 1990. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. §6501 *et seq.*) and any other applicable Federal laws or regulations. Programs to which this applies will be listed in the applicable Program Manual and on DHS’ website. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 7 of 42

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

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

4.6. Interest.

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

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

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

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

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

Provider certifies that the amounts shown on this invoice (1) are true and correct, (2) have not been falsified, inflated or otherwise improperly represented, (3) have been used only for the purposes set forth in the Community Services Agreement between Provider and DHS, (4) are allowable in accordance with State and Federal laws and regulations, and (5) have not State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 8 of 42

been submitted for payment to any other State agency or entity.

#### **ARTICLE V**

##### **SCOPE OF SERVICES/PURPOSE OF GRANT**

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

5.2. Special Provisions. None.

#### **ARTICLE VI**

##### **BUDGET**

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

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

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

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

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

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

- (a) the transfer to a third party (by subgranting, contracting or other means) of any work under the Grant;
- (b) the transfer of funds from other budget detail line items greater than ten percent (10%) of the line item; or
- (c) changes in the scope of services or objectives of the Grant. State of Illinois/Department of Human Services

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

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

## **ARTICLE VII**

### **ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Application Submission.

(a) This Paragraph 7.2 applies only to:

(i) Providers who charge, or expect to charge, any indirect costs; and

(ii) Providers who are allowed to charge indirect costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) Providers who receive \$250,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds, must submit an Indirect Cost Rate Application in accordance with federal regulations for approval no later than 60 days after their submission of audited financial statements, in a format prescribed by DHS (for example, if audited financial statements are submitted August 2014, then the Indirect Cost Rate Application must be submitted in October 2014).

(c) Providers who have had an Indirect Cost Rate Application approved by a cognizant Federal agency must submit an Indirect Cost Rate Application, but DHS will accept that Application, up to any statutory, rule-based or programmatic limit.

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

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

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

7.6. OMB Circular A-87. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in OMB Circular A-87 (relocated to 2 CFR Part 225). State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 10 of 42

7.7. 48 CFR Part 31. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

7.9. Changes in Key Grant Personnel. When it is specifically required as a condition of a Grant, the replacement of the Program director or the co-director or a substantial reduction in the level of their effort, *e.g.*, their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Program, requires Prior Approval from DHS. When it is specifically required as a condition of a Grant, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by DHS to be critical to the Program's successful completion. All requests for approval of changes in key Program personnel shall be signed by Provider's grant administrator and submitted to the appropriate DHS program officer. Evidence of the qualifications for replacement personnel (such as a *résumé*) shall be included.

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

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

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

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

(2) For Providers subject to OMB Circular A-21 (educational institutions), documentation for salary charges shall either (i) use a payroll distribution based on one of the three methods listed in Section J(10)(c) of OMB Circular A-21 or, alternatively, (ii) with DHS Prior Approval, use a payroll distribution that meets the criteria specified in Section J(10)(b)(2) of OMB Circular A-21.

(3) For Providers subject to OMB Circular A-122 (nonprofit organizations), documentation for all salary charges shall be based on a system of personnel activity reports. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 11 of 42



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

(5) Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

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

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

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

7.11. Federal Requirements. State Grants and State funds are subject to Federal requirements and regulations, including but not limited to the applicable OMB Circulars and financial management standards, unless an exemption has been granted and is cited in Paragraph 5.2 of this Agreement.

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

7.13. Management of Program Income. Federal rules govern Program Income for federally-funded Grants (2 CFR §215.24). State-funded Grants shall comply with those same requirements. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 12 of 42

## **ARTICLE VIII**

### **ADMINISTRATIVE REQUIREMENTS**

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

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

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

(c) Equipment. Provider must comply with the uniform standards set forth in 2 CFR §§215.31–215.37 governing the management and disposition of property furnished by the Federal government whose cost was charged to a Program supported by a Federal Award. Any waiver from such compliance must be granted by the President’s Office of Management and Budget and must be set forth in Paragraph 5.2 of this Agreement.

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

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

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

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

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

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

## **ARTICLE IX**

### **REQUIRED CERTIFICATIONS**

9.1. Certifications. Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Provider. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 13 of 42

- (a) **Bribery.** Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- (b) **Bid Rigging.** Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Educational Loan.** Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).
- (d) **International Boycott.** Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx. 2401 *et seq.* or the regulations of the U.S Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- (e) **Dues and Fees.** Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- (f) **Drug-Free Work Place.** Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that Provider is in compliance with all the provisions of the Illinois Drug-Free Workplace Act (30 ILCS 580/3 and 580/4). Provider further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 45 CFR Part 82.
- (g) **Motor Voter Law.** Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg *et seq.*).
- (h) **Clean Air Act and Clean Water Act.** Provider certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 *et seq.*)
- (i) **Debarment.** Provider certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).
- (j) **Pro-Children Act.** Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 *et seq.*).
- (k) **Debt to State.** Provider certifies that neither it, nor its affiliate(s), is/are barred from being awarded a contract because Provider, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Provider, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Provider acknowledges DHS may declare the contract void if the certification is false (30 State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 14 of 42

ILCS 500/50-11).

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

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

(n) **Sarbanes-Oxley Act.** Provider certifies that neither it nor any officer, director, partner or other managerial agent of Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that DHS shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

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

(p) **Illinois Use Tax.** Provider certifies in accordance with 30 ILCS 500/50-12 that it is not barred from being awarded a contract under this Paragraph. Provider acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Provider certifies in accordance with 30 ILCS 500/50-14 that it is not barred from being awarded a contract under this Paragraph. Provider acknowledges that this Agreement may be declared void if this certification is false.

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

(s) **Abuse of Adults with Disabilities Intervention Act.** Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. Provider has an obligation to report suspected fraud or State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 15 of 42

Irregularities committed by individuals or other entities with whom it interacts on DHS' behalf and should make a report to the appropriate program office (20 ILCS 2435/1 *et seq.*).

(t) **Procurement Lobbying.** Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

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

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

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

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

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

To the Secretary:

**401 South Clinton Street, Third Floor**

**Chicago, Illinois 60607**

**Michelle.Saddler@illinois.gov**

To the General Counsel:

**100 West Randolph Street, Suite 6-400**

**Chicago, Illinois 60601**

**Brian.Dunn@illinois.gov**

To the Chief Financial Officer:

**100 South Grand Avenue East** State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 16 of 42

**Springfield, Illinois 62762**

**Carol.Kraus@illinois.gov**

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

#### **ARTICLE X**

##### **BACKGROUND CHECKS**

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

#### **ARTICLE XI**

##### **UNLAWFUL DISCRIMINATION**

11.1. Compliance with Nondiscrimination Laws. Provider, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Adm. Code Part 750, which is incorporated herein;

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

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

(d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); State of Illinois/Department of Human Services  
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- (e) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (f) Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13166 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- (g) Charitable Choice: In accordance with P. L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

**ARTICLE XII**

**LOBBYING**

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

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

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

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

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

**ARTICLE XIII**

**CONFIDENTIALITY**

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

**ARTICLE XIV**

**INDEMNIFICATION AND LIABILITY**

14.1. Indemnification. Provider agrees to hold harmless DHS against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Provider, with the exception of acts performed in conformance with an explicit, written directive of DHS. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 18 of 42

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

#### **ARTICLE XV**

##### **MAINTENANCE AND ACCESSIBILITY OF RECORDS**

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

15.2. Accessibility of Records. Provider shall make books, records, related papers and supporting documentation relevant to this Agreement available to authorized DHS representatives, the Illinois Auditor General, Illinois Attorney General, Federal authorities and any other person as may be authorized by DHS (including auditors) or by the State of Illinois or Federal statute. Provider shall cooperate fully in any such audit.

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

#### **ARTICLE XVI**

##### **RIGHT OF AUDIT AND MONITORING**

16.1. Monitoring of Conduct. DHS shall monitor Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of Program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. DHS shall have the authority to conduct announced and unannounced monitoring visits and Provider shall cooperate with DHS in connection with all such monitoring visits. Failure of Provider to cooperate with DHS in connection with announced and unannounced monitoring visits is grounds for DHS' termination of this Agreement.

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

16.3. Rights of Review. This ARTICLE XVI does not give DHS the right to review a license that is not directly related to the Program being audited nor does it allow DHS to unilaterally revoke a license without complying with all due process rights to which Provider is entitled under Federal, State or local law or applicable rules promulgated by DHS. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 19 of 42



## ARTICLE XVII

### FINANCIAL REPORTING REQUIREMENTS

#### 17.1. Quarterly Reports.

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

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

#### 17.2. Close-out Reports.

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

(b) Provider shall submit annual close-out reports within sixty (60) calendar days following the end of the State fiscal year or longer if specified in the program plan or rules. In the event that this Agreement is terminated prior to the end of the State fiscal year, Provider shall submit a close-out report within sixty (60) calendar days of such termination. The format of this close-out report shall follow a format prescribed by DHS.

(c) If an audit of Provider occurs and results in adjustments after Provider submits a close-out report, Provider will submit a new close-out report based on audit adjustments

#### 17.3. Audited Financial Statements.

(a) This Paragraph 17.3 applies only to Providers who receive \$150,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds.

(b) Providers not subject to OMB Circular A-133 shall provide audited financial statements, conducted in accordance with Government Auditing Standards, within 180 days after Provider's fiscal year ending on or after June 30, 2014. This deadline may be extended in the discretion of the DHS' Chief Financial Officer.

(c) Providers subject to OMB Circular A-133 shall submit audited financial statements within 180 days after Provider's fiscal year ending on or after June 30, 2014.

(i) In the discretion of the DHS' Chief Financial Officer, this deadline may be extended up to nine (9) months after the end of Provider's fiscal year without approval from the cognizant Federal agency.

(ii) This deadline may be extended longer than nine (9) months after the end of the Provider's fiscal year contingent upon approval by the cognizant Federal agency. State of Illinois/Department of Human Services  
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17.4. Consolidated Financial Reports.

- (a) This Paragraph 17.4 applies to all Providers, unless exempted by program rules, regulations or policies.
- (b) Providers shall submit Consolidated Financial Reports within 180 days after the Provider's fiscal year ending on or after June 30, 2014.
  - (i) In the discretion of the DHS' Chief Financial Officer, this deadline may be extended up to nine (9) months after the end of Provider's fiscal year without approval from the cognizant Federal agency.
  - (ii) This deadline may be extended longer than nine (9) months after the end of the Provider's fiscal year contingent upon approval by the cognizant Federal agency.
- (c) The Consolidated Financial Report must cover the same period as the Audited Financial Statements cover.
- (d) Consolidated Financial Reports must include an opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Financial Report.
- (e) Consolidated Financial Reports shall follow a format prescribed by DHS.

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

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

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

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

**ARTICLE XVIII**

**PERFORMANCE REPORTING REQUIREMENTS**

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

18.2. Close-out Performance Reports. Provider agrees to submit a Close-out Performance Report, as requested and in the format required by DHS, within ninety (90) calendar days following the end of the State fiscal State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 21 of 42

year. In the event that this Agreement terminates prior to the end of the State fiscal year, Provider agrees to provide a Close-out Performance Report within ninety (90) days after the expiration or termination of this Agreement.

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

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

#### **ARTICLE XIX**

##### **AUDIT REQUIREMENTS**

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

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

19.3. Instructions. If Provider is subject to the audit requirements, DHS will send to Provider, by registered or certified mail, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2014.

#### **ARTICLE XX**

##### **SERVICE PROVIDER DIRECTORY**

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

- (a) The legal name of Provider;
- (b) Provider's business address;
- (c) Provider's business telephone number;
- (d) Provider's hours of operation;
- (e) The general category of services provided by Provider;
- (f) Areas served by Provider; and State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT

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

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

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

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

#### **ARTICLE XXI**

##### **INDEPENDENT CONTRACTOR**

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

#### **ARTICLE XXII**

##### **TERMINATION; SUSPENSION**

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

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

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

#### **ARTICLE XXIII**

##### **POST-TERMINATION/NON-RENEWAL**

23.1. Duties. Upon notice by DHS to Provider of the termination of this Agreement or notice that DHS will not renew, extend or exercise any options to extend the term of this Agreement, or that DHS will not be State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 23 of 42

contracting with Provider beyond the term of this Agreement, Provider shall, upon demand:

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

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

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

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

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

#### **ARTICLE XXIV**

##### **SUBCONTRACTS**

24.1. Subcontracting/Delegation. Provider may not subcontract nor subgrant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of DHS.

(a) The requirement for Prior Approval is satisfied if the subcontractor or subgrantee has been identified in a DHS-approved grant application, such as, without limitation, a Program Plan or a Work Plan.

(b) In emergencies, Provider will request approval in writing within seven (7) days of the use of a subcontractor or subgrantee to fulfill any obligations of this Agreement. Approved subcontractors or subgrantees shall adhere to all provisions of this Agreement.

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

#### **ARTICLE XXV**

##### **INTERNET ACCESS**

25.1. Access to Internet. Provider must have Internet access. Internet access may be either dial-up or high-speed/DSL. Provider must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from DHS. Provider may list additional e-mail addresses at contract execution. The additional addresses may be for a specific department/division of Provider or for specific employees of Provider. Provider may list additional e-mail points of contact in the same manner as listed above. Provider must notify DHS of any e-mail address changes within five (5) business days from the effective date of the change. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 24 of 42

## **ARTICLE XXVI**

### **NOTICE OF CHANGE**

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

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

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

To the Secretary:

**401 South Clinton Street, Third Floor**

**Chicago, Illinois 60607**

**Michelle.Saddler@illinois.gov**

To the General Counsel:

**100 West Randolph Street, Suite 6-400**

**Chicago, Illinois 60601**

**Brian.Dunn@illinois.gov**

To the Chief Financial Officer:

**100 South Grand Avenue East**

**Springfield, Illinois 62762**

**Carol.Kraus@illinois.gov**

26.4. Effect of Failure to Provide Notice. Failure to provide the notice described in the preceding Paragraph shall be grounds for immediate termination of this Agreement.

## **ARTICLE XXVII**

### **ASSIGNMENT**

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

## **ARTICLE XXVIII**

### **MERGERS/ACQUISITIONS**

28.1. Effect of Reorganization. Provider acknowledges that this Agreement is made by and between DHS and Provider, as Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that DHS agrees to continue this Agreement, or any license related thereto, should Provider reorganize or otherwise substantially change the character of its corporate or other business structure. Provider State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 25 of 42 shall constitute a material breach of this Agreement. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 26 of 42

## **ARTICLE XXXI**

### **TRANSFER OF EQUIPMENT**

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

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

## **ARTICLE XXXII**

### **WORK PRODUCT**

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

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

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

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

## **ARTICLE XXXIII**

### **PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

33.1. Publications, Announcements, etc. In the event that DHS funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Provider State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 27 of 42

agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the Illinois Department of Human Services." Exceptions to this requirement must be requested, in writing, from DHS and will be considered authorized only upon written notice thereof to Provider.

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

#### **ARTICLE XXXIV**

##### **INSURANCE**

34.1. Purchase and Maintenance of Insurance. Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement.

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

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

#### **ARTICLE XXXV**

##### **LAWSUITS**

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

#### **ARTICLE XXXVI**

##### **GIFTS AND INCENTIVES PROVISION**

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

#### **ARTICLE XXXVII**

##### **EXHIBITS; ATTACHMENT AND PROGRAM MANUAL**

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

37.2. Attachment and Program Manual. The related Attachment and Program Manual are hereby State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 28 of 42



incorporated into this Agreement and can be found on the following DHS website:

**ARTICLE XXXVIII**

**MISCELLANEOUS**

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

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

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

38.4. No Waiver. No failure of DHS to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Provider may rely for the purpose of denial of such a right or remedy to DHS.

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

38.6. Compliance with Law. This Agreement and Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, ARRA and its reporting requirements, Federal regulations, State administrative rules, including 89 Ill. Adm. Code §509, and any and all license and/or professional certification provisions.

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

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

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

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

38.11. Entire Agreement. Provider and DHS understand and agree that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Provider or DHS. <http://www.dhs.state.il.us/page.aspx?item=65378> State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 29 of 42

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

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.** State of Illinois/Department of Human Services  
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Agreement No. \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES** State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014

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Agreement No. \_\_\_\_\_

**EXHIBIT B**

**DELIVERABLES** State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7  
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Agreement No. \_\_\_\_\_

**EXHIBIT C**

**PAYMENT**

Provider shall receive an estimated total compensation of \$ for services under this Agreement.

Enter specific terms of payment here:

**Estimated Annual Contract Amount: \$**

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year. State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 33 of 42

Agreement No. \_\_\_\_\_

**EXHIBIT D**

**CONTACT INFORMATION**

**CONTACT FOR NOTIFICATION:**

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

**DHS CONTACT PROVIDER CONTACT**

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

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

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

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

TTY#: \_\_\_\_\_ TTY #: \_\_\_\_\_

Fax#: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ E-mail Address: \_\_\_\_\_ State of

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Agreement No. \_\_\_\_\_

**EXHIBIT E**

**PERFORMANCE MEASURES** State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL  
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**EXHIBIT F**

**PERFORMANCE STANDARDS** State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL  
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**Agreement No.** \_\_\_\_\_

**EXHIBIT G**

**STATE AGENCY CONTRACTS**

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

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

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Agreement No. \_\_\_\_\_

## EXHIBIT H

### LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

These Linguistic and Cultural Competency Guidelines and Assurance (LCC Guidelines) are attached to the Community Services Agreement (Agreement) and incorporated into it.

## SECTION I

### INTRODUCTION

1.1. Introduction. The purpose of these LCC Guidelines is to improve access to culturally competent programs, services, and activities for Limited English Proficient (LEP) customers, persons who are hard of hearing or Deaf, and persons with low literacy (collectively, the Goal). LEP Customers, as used herein, includes LEP Customers, persons who are hard of hearing or Deaf, and persons with low literacy.

1.2. Linguistic and Cultural Competency Mandate: These LCC Guidelines were developed because the State of Illinois must comply with the Constitution of the United States, Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Americans with Disabilities Act Amendments Act of 2008, Illinois Human Rights Act, and the 1970 Constitution of the State of Illinois and any laws, regulations or orders, federal or state, which prohibit discrimination on the grounds of race, sex, color, religion, national origin, age, ancestry, marital status, disability, or the inability to speak or comprehend the English language.

1.3. Assessment Purpose. These LCC Guidelines require the submission of an assessment, as described below. The assessment is an initial step to complete compliance, followed by using the assessment to develop and institute an implementation plan. It is expected that by July 1, 2015, full implementation will occur, with complete requirements. For more information, visit <http://www.dhs.state.il.us/page.aspx?item=29741> (this website also has available training resources and examples).

## SECTION II

### KEY CONCEPTS

2.1. Cultural Competence. A set of behaviors, attitudes and policies in a system, agency or among professionals that affect cross-cultural work, evolving over time.

2.2. Individual Cultural Competence. Acquisition of the values, knowledge, skills and attributes that allows an individual to work appropriately in cross-cultural situations.

2.3. Organizational Cultural Competence. Systems and organizations approve, and in some cases mandate, the incorporation of cultural knowledge into policymaking, infrastructure and practice. An example of an LEP practice would include: requiring written material translated, adapted, and or provided in alternative formats based on needs and preferences of the populations served.

2.4. Language Access. Assuring language access means providing language assistance services, including bilingual personnel and interpreter services, at no cost to each LEP customer, at key points of contact, in a timely manner. Interpretation and translation services must comply with all relevant federal, state and local mandates governing language access. Consumers must engage in evaluation of language access and other

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communication to ensure quality and satisfaction. Importantly, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin including actions that *delay, deny, or provide different* quality services to a particular individual or group of individuals. See Civil Rights Act of 1964, Pub. L. 88–352, July 2, 1964, 78 Stat. 241, as amended.

2.5. Meaningful Access. Providers and their subcontractors, providing services subject to 7 C.F.R. § 272.4(b) are required to take reasonable steps to ensure meaningful access to their services and programs by LEP Customers. Compliance involves the balancing of four factors: 1) the number and proportion of eligible LEP Customers, 2) the frequency of contact with LEP Customers, 3) the importance or impact of the contact upon the lives of the person(s) served, and 4) the resources available to the organization. This four-factor analysis (LEP Assessment) may be applied to the different types of programs or activities the Provider provides to determine the level of language assistance measures sufficient to assure full compliance or to demonstrate reasonable efforts.

### **SECTION III**

#### **ASSESSMENT**

3.1. Assessment Submission. The Provider shall submit to DHS its LEP Assessment by April 1, 2014.

3.2. Assessment Detail. The Assessment must include the following:

- a) Data on the race, ethnicity and primary spoken language of the customers served by the Provider;
- b) Identification of the number of bilingual staff, their language(s), and job description of those who facilitate access to and the provision of Provider services; and
- c) Any Provider policy statements that assure compliance with federal and state law regarding equal access and service delivery to LEP Customers.

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