

Agreement No. _____

**STATE OF ILLINOIS
DEPARTMENT OF HUMAN SERVICES**



**ADMINISTRATIVE/OPERATIONAL AGREEMENT
FISCAL YEAR 2012**

Grant

Non-Grant

SAMPLE

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SAMPLE

**ADMINISTRATIVE/OPERATIONAL AGREEMENT
BETWEEN**



**THE DEPARTMENT OF HUMAN SERVICES
AND**

FOR FISCAL YEAR 2012

The Illinois Department of Human Services (DHS), with its principal office at _____, and _____ (Contractor), with its principal office at _____ and payment address (if different than principal office) at _____, hereby enter into this Administrative/Operational Agreement. DHS and Contractor 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 Attachments 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; REQUIRED REGISTRATIONS**

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

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> D = disregarded entity |
| <input type="checkbox"/> Governmental Unit | |

- Estate or Trust
 Pharmacy-Non Corporate

- C = corporation
 P = partnership

1.2. Compliance with Internal Revenue Code. The Contractor 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.

1.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. The 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.

1.4. DUNS Number; CCR Registration. Execution of this Agreement by DHS shall be contingent upon the Provider's provision to DHS of a Data Universal Number System (DUNS) number (FAR 52.204-7) and registration by the Provider in the Central Contractor Registration (CCR) database (FAR 4.11) within thirty (30) days of submission of the required budget. Provider must obtain a DUNS number prior to full execution of the Agreement.

1.5 Compliance with American Recovery and Reinvestment Act of 2009. The Provider certifies that it does and will comply with the reporting requirements of the American Recovery and Reinvestment Act of 2009 (P. L. 111-5) (ARRA). The Provider shall segregate obligations with respect to and expenditures of ARRA Funds from other sources of funding. ARRA Funds shall not be comingled with any other funds. The Provider acknowledges that ARRA Projects will not be continued with the funds appropriated by DHS after ARRA Funds are expended and are no longer available.

ARTICLE II PAYMENT

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

2.2. 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 the Contractor of such funding failure.

2.3. 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 the Contractor 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.

2.4. 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.

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

2.6. Reductions to Estimated Amount. The Agreement amount is established on an estimated basis and may be increased at any time during the term. DHS may decrease the estimated amount of this Agreement at any time during the term if DHS believes the Contractor will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement, or if the Governor decreases DHS' funding by reversing some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. The Contractor will be notified, in writing, of any adjustment, and reason for the adjustment, of the estimated amount of this Agreement.

2.7. Interest. Federal pass-through grant funds disbursed under this Agreement and held for over five (5) days by the Contractor shall be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. The Contractor is subject to the requirements of the Cash Management Improvement Act (31 CFR 205 Subpart B) and shall meet all record-keeping requirements. If the Contractor does not comply with these requirements, the Contractor 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. The provisions of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, shall apply. The period of time during which grant funds may be expended by the Contractor is the Term of this Agreement as set forth in Article XIX hereof.

2.8. Administrative Fees. Unless expressly permitted pursuant to the terms of any applicable Federal grant, or expressly authorized in writing by DHS, in no event may any administrative fee exceed seven percent (7%) of direct salaries excluding fringe benefits. "Administrative Fees" are defined as indirect costs, those amounts which cannot be directly charged to a cost objective or which have been incurred for common or joint objectives and cannot be readily identified with a particular cost objective. Examples include general and administration such as the salaries and expenses of executive officers, personnel administration and accounting, depreciation or use allowances of buildings and equipment and the cost of operating and maintaining facilities. At the end of the Term of the Agreement, the Contractor will be required to submit a final budget, in a format dictated by DHS, detailing the actual administrative costs incurred for providing the services. Any amounts exceeding the actual costs will be refunded to DHS to ensure that DHS bears its fair share of costs to provide the services under the Agreement.

ARTICLE III

SCOPE OF SERVICES/PURPOSE OF GRANT

3.1. Services to be Provided/Purpose of Grant. The Contractor will provide the services as described herein and in the Program Manual, Attachment and the Exhibits hereto 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.

3.2. Special Provisions. None.

ARTICLE IV BUDGET

4.1. Submission of Proposed Budget. Within thirty (30) days of execution of this Agreement by the Contractor, the Contractor shall submit to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, a proposed detailed budget. In the event the State's Fiscal Year 2012 (FY12) Budget has not been agreed upon at the time the Agreement is executed by the Contractor, the Contractor shall submit to DHS its proposed budget within thirty (30) days of the passage of the State's FY12 Budget. Such budget must be segregated between direct program and indirect (administrative) costs and include, but is not limited to:

- (a) The name of each individual who will be working for DHS pursuant to this Agreement.
- (b) The title and responsibilities each individual shall hold while working for DHS;
- (c) The salary, including fringe benefits, to be paid to each individual;
- (d) The administrative fee to be charged by Contractor and the basis therefor; and
- (e) Such other information as requested by DHS.

4.2. Preparation of Budget. Provider's budget must be prepared in accordance with applicable OMB Circulars. DHS' policy requires that all grantees follow Federal regulations for State and Federal funding as set forth in Article V hereof.

4.3. Payment Contingency. Payment to the Contractor is contingent upon DHS' receipt and approval of the Contractor's proposed budget.

4.4. Budget Revisions. The budget is a schedule of anticipated grant expenditures that is approved by DHS for carrying out the purposes of administering the grant. When the Contractor or third parties support a portion of the grant costs, the budget includes the non-Federal as well as the Federal share of grant expenses. The Contractor shall obtain prior written 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 a 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.

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

4.6. Notification. Within thirty (30) calendar days from the date of receipt of the request for budget revisions, DHS will review the request and notify the Contractor whether or not the budget revision has been approved. If the budget revision is still under consideration at the end of thirty (30) calendar days, DHS will inform the Contractor in writing of the date by which the Contractor may expect a decision.

4.7. Exemptions. Fee-for-service and fixed rate grants and contracts are exempt from the foregoing budget provisions.

ARTICLE V ALLOWABLE COSTS

5.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under a grants, fee-for-service contracts and fixed-rate grants shall be determined in accordance with the applicable Federal cost principles and the terms and conditions of the grant award. However, DHS delegates to the Contractor 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 grant provisions, or by the terms and conditions of the grant award. Examples of such costs are foreign travel; equipment purchases; and publication and printing costs. **This delegation does not relieve the Contractor of the responsibility to document that such charges are reasonable, necessary and allocable to the project.**

5.2. 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).

5.3. 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).

5.4. 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).

5.5. 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.

5.6. Administrative Fees. Unless expressly permitted pursuant to the terms of any applicable Federal grant, or expressly authorized in writing by DHS, in no event may any administrative fee exceed seven percent (7%).

5.7. Changes in Grant Scope of Services. Any project that is carried out under a grant must be consistent with the scope of services. **No changes may be made to the scope of services without written approval from DHS. All requests for a change in the scope of services shall be signed by the Contractor's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.**

5.8. Changes in Key Grant Personnel. The replacement of the project 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 project, requires prior written approval from DHS. When it is specifically required as a condition of a grant, written approval will also be needed 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 project's successful completion. All requests for approval of changes in key project personnel shall be signed by the Contractor'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.

5.9. Financial Management Standards. The financial management systems of the Contractor and its subrecipients must meet the following standards:

(a) **Accounting System**. Contractor organizations and their subrecipients must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-sponsored project. 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 project 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 grantees subject to OMB Circular A-21 (educational institutions), documentation for salary charges shall be based on either a system of monitored workload or a system of personnel activity reports for professional or professorial staff. Nonprofessional employees must keep personnel activity reports.

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

(4) For grantees 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 the Contractor.

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

(8) Fee-for-service contracts and fixed-rate grants must submit a "Cost Report", in a format dictated by DHS, at the end of the grant period.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. The Contractor must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. The Contractor 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 project by the cost categories of the approved budget (including indirect costs that are charged to the project), and actual expenditures are to be compared with budgeted amounts no less frequently than quarterly.

(e) **Cash Management.** The Contractor 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 the Contractor's immediate cash needs and are not to exceed anticipated expenditures for a three- (3) to five- (5) day period.

5.10. Federal Requirements. State grants and State funds are subject to Federal requirements, including but not limited to OMB Circulars and financial management standards.

5.11. Profits. It is not permitted for any person or entity to earn a profit from a grant.

ARTICLE VI ADMINISTRATIVE REQUIREMENTS

6.1. Administrative Requirements. The Provider and its subrecipients must meet the following administrative requirements with respect to State and 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 agreement 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 project 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 Section 3.2 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.

6.2. Audits.

(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.

6.3. Tax. DHS represents that it is tax-exempt and is not liable for any sales, use, excise, property or other taxes imposed by any Federal, State or local government tax authority and from all State and local government use taxes. Therefore, the charges described in this Agreement do not include Federal, State or local sales tax, use, property, excise and service fees, or similar taxes. The Contractor shall not bill for any taxes unless the State is subject to the tax. DHS shall provide the Illinois tax exemption number and Federal tax exemption information upon execution of this Agreement.

ARTICLE VII REQUIRED CERTIFICATIONS

7.1. Certifications. The Contractor shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Contractor, its subcontractors, or subrecipients.

(a) **Bribery**. The Contractor 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**. The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 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**. The Contractor 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**. The Contractor 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**. The Contractor 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.** The Contractor 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 the Contractor is in compliance with all the provisions of the Illinois Drug-Free Workplace Act (30 ILCS 580/3 and 580/4). The Contractor 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.** The Contractor 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.** The Contractor certifies that it is in compliance with all applicable standards, order or regulations issue 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.** The Contractor 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.** The Contractor 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.** The Contractor certifies that neither it, nor its affiliate(s), is/are barred from being awarded a contract because the Contractor, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Contractor, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Contractor acknowledges DHS may declare the contract void if the certification is false (30 ILCS 500/50-11).

(l) **Grant for the Construction of Fixed Works –** The Contractor certifies that all projects 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 project, the Contractor 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 project 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.** The Contractor 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. The Contractor shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Sarbanes-Oxley Act.** The Contractor certifies that neither it nor any officer, director, partner or other managerial agent of the Contractor 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.

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

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

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

(r) **Abuse of Adults with Disabilities Intervention Act.** The Contractor 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. The Contractor has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on DHS' behalf and should make a report to the appropriate program office (20 ILCS 2435/1 *et seq.*).

(s) **Procurement Lobbying.** The Contractor 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 Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State,

or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

(u) **Business Entity Registration.** The Contractor 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, the Contractor acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(v) **Nonprocurement Debarment and Suspension.** The Contractor certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(w) **Grant Award Requirements.** The Contractor certifies that it is in compliance with 45 CFR Part 74.

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

(y) **American Recovery and Reinvestment Act of 2009.** The Provider certifies that it is in compliance with the terms and requirements of PL 111-5 with respect to reporting fraud, waste and abuse to the Department of Human Services Fraud Unit. Contact information for reporting fraud, waste and abuse is located at <http://www.oig.hhs.gov/fraud/hotline/>. The 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
Mary-Lisa.Sullivan@illinois.gov**

To the Chief Financial Officer:

**100 South Grand Avenue East
Springfield, Illinois 62762
Carol.Kraus@illinois.gov**

(z) **Disclosures.** The Contractor 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. The Contractor 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, the Contractor hereby certifies, under penalty of applicable laws, that the Contractor will not provide services that are not specifically described in this Agreement. The Contractor 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.

(aa) **Early Retirement** - Contractor has informed the director of the Department in writing if he/she was formerly employed by that Department and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the contractual services or other appropriation line items. Contractor has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the contractual services or other appropriation line items (30 ILCS 105/15a).

(bb) **Steel Products Procurement Act** - The Contractor, if applicable, hereby certifies that any steel products used or supplied in accordance with this Contract for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*).

ARTICLE VIII BACKGROUND CHECKS

8.1. **Employee and Subcontractor Background Checks.** The Contractor certifies that neither the Contractor, nor any employee or subcontractor assigned to work 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. The Contractor 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 the Contractor from giving a list within that time. If the Contractor 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 the Contractor's employees and subcontractors assigned to work on DHS' premises. The

Contractor agrees to indemnify and hold harmless DHS and its employees for any liability accruing from said background checks.

ARTICLE IX UNLAWFUL DISCRIMINATION

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

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*);
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §§2000a-2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (e) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (f) Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- (g) Charitable Choice: In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

ARTICLE X LOBBYING

10.1. Improper Influence. The Contractor certifies that no Federally-appropriated funds have been paid or will be paid by or on behalf of the Contractor 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.

10.2. 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.

10.3. 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 activity costs.

10.4. Subawards. The Contractor must include the language of this Article X in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

10.5. 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 XI CONFIDENTIALITY

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

ARTICLE XII INDEMNIFICATION AND LIABILITY

12.1. Indemnification. The Contractor 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 the Contractor, with the exception of acts performed in conformance with an explicit, written directive of DHS.

12.2. Liability. DHS assumes no liability for actions of the Contractor under this Agreement, including, but not limited to, the negligent acts and omissions of Contractor's agents, employees and subcontractors in their performance of the Contractor's duties as described under this Agreement.

ARTICLE XIII MAINTENANCE AND ACCESSIBILITY OF RECORDS

13.1. Records Retention. The Contractor 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.

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

13.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation 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 XIV RIGHT OF AUDIT AND MONITORING

14.1. Monitoring of Conduct. DHS shall monitor the Contractor'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 Contractor shall cooperate with DHS in connection with all such monitoring visits. Failure of the Contractor to cooperate with DHS in connection with announced and unannounced monitoring visits is grounds for DHS' termination of this Agreement.

14.2. Requests for Information. DHS may request, and Contractor 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 the Contractor's contractual agreements, identity of employees, shareholders and directors of the Contractor 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 the Contractor.

14.3. Rights of Review. This Article XIV 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 the Contractor is entitled under Federal, State, local law or applicable rules promulgated by DHS.

ARTICLE XV REPORTING REQUIREMENTS

15.1. Monthly and Quarterly Reports. The Contractor agrees to submit programmatic reports as requested and in the format required by DHS. If the Contractor receives a grant (or grants) in excess of \$25,000, the Contractor shall file with DHS monthly and quarterly reports describing the progress of the program(s), project(s) or use(s) and the expenditure(s) of the grant funds related thereto. Monthly reports must be submitted by the 15th day of the month following the most recent month which is the subject of the report. Quarterly reports must be submitted no later than November 15, February 15,

May 15 and August 15. Failure to submit such quarterly reports may cause a delay or suspension of funding (30 ILCS 705/1 *et seq.*).

15.2. Notice. The Contractor shall immediately notify DHS of any event that may have a material impact on the Contractor's ability to perform this Agreement.

15.3. 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 XVI AUDIT REQUIREMENTS

16.1. Submission of Audit Report. The Contractor shall annually submit an independent audit report and/or supplemental revenue and expense data to DHS in accordance with 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 the Contractor under this Agreement.

16.2. 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, the Contractor shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

16.3. Instructions. If the Contractor is subject to the audit requirements, DHS will send to the Contractor, by registered or certified mail, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2012.

ARTICLE XVII INDEPENDENT CONTRACTOR

17.1. Independent Contractor. The Contractor is an independent contractor under this Agreement and neither the Contractor nor any employee or agent of the Contractor is an employee of DHS and does not acquire any employment rights with DHS or the State of Illinois by virtue of this Agreement. The Contractor 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. The Contractor 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 the Contractor, the Contractor'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 XVIII SANCTIONS

18.1. Imposition of Sanctions. DHS may impose sanctions on the Contractor should it fail to comply with the conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

ARTICLE XIX TERM AND TERMINATION

19.1. Term. This Agreement shall be effective on July 1, 2011, and shall expire on June 30, 2012, unless terminated or extended pursuant to the terms hereof.

19.2. 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.

19.3 Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party. In the event that DHS terminates this Agreement as a result of the substantial or material breach of the Agreement by the Contractor, the Contractor shall be paid for work satisfactorily performed prior to the date of termination.

ARTICLE XX SUBCONTRACTS

20.1. Subcontracting/Delegation. The Contractor may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval of DHS. In emergencies, the Contractor will request approval in writing within seven (7) days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

ARTICLE XXI NOTICE OF CHANGE

21.1. Notice of Change. The Contractor shall give thirty (30) days' prior written notice to DHS if there is a change in the Contractor'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).

21.2. Failure to Provide Notification. The Contractor agrees to hold harmless DHS for any acts or omissions of DHS resulting from the Contractor's failure to notify DHS of these changes.

21.3. Circumstances Affecting Performance; Notice. In the event the Contractor becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Contractor's ability to perform under this Agreement, the Contractor 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
Mary-Lisa.Sullivan@illinois.gov

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

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

ARTICLE XXII ASSIGNMENT

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

ARTICLE XXIII MERGERS/ACQUISITIONS

23.1. Effect of Reorganization. The Contractor acknowledges that this Agreement is made by and between DHS and the Contractor, as the Contractor 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 the Contractor reorganize or otherwise substantially change the character of its corporate or other business structure. The Contractor agrees that it will give DHS prior notice of any such action and will provide any and all reasonable documentation necessary for DHS to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this Article XXIII shall constitute a material breach of this Agreement.

ARTICLE XXIV CONFLICT OF INTEREST

24.1. Prohibited Payments. The Contractor agrees that payments made by DHS under this

Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

24.2. Request for Exemption. The Contractor may request written approval from DHS for an exemption from Section 24.1. The Contractor acknowledges that DHS is under no obligation to provide such exemption and that DHS may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as DHS may require.

ARTICLE XXV TRANSFER OF EQUIPMENT

25.1. Transfer of Equipment. DHS shall have the right to require that the Contractor transfer to DHS any equipment, including title thereto, purchased in whole with DHS funds. DHS shall notify the Contractor 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, the Contractor will be deemed to have transferred the equipment to DHS as if the Contractor had executed a bill of sale therefor.

25.2. Meaning of "Equipment". For purposes of this Article XXV, 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 XXVI WORK PRODUCT

26.1. Work Product. Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software, websites and their domain names, or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of DHS. There shall be no dissemination or publication of any such work product without the prior written consent of DHS. The Contractor acknowledges that DHS is under no obligation to give such consent and that DHS may, if consent is given, give consent subject to such additional terms and conditions as DHS may require.

ARTICLE XXVII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

27.1. 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, the Contractor 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 the Contractor.

27.2. Prior Notification/Release of Information. The Contractor 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 XXVIII INSURANCE

28.1. Maintenance of Insurance. The Contractor shall carry public liability, casualty and auto insurance in sufficient amounts to protect the State from liability for acts of the Contractor.

28.2. Acceptable Coverage. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence. Minimum acceptable coverage for property damage shall be \$100,000 per occurrence. The Contractor shall carry Worker's Compensation insurance in amounts required by law. Contractors who are individuals or sole proprietors as self-identified on the Internal Revenue Service Certification are required to carry insurance at levels required by law of the State of Illinois.

28.3. 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 XXIX LAWSUITS

29.1. 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 the Contractor, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXX GIFTS AND INCENTIVES PROVISION

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

ARTICLE XXXI EXHIBITS; ATTACHMENT AND PROGRAM MANUAL

31.1. Exhibits A through D. Exhibits A through D and any documents referenced therein are attached hereto and are incorporated herein in their entirety.

31.2. Attachment and Program Manual. The related Attachment and Program Manual are hereby incorporated into this Agreement and can be found on the following DHS website:

**ARTICLE XXXII
MISCELLANEOUS**

32.1. Renewal. This Agreement may be renewed unilaterally by DHS for additional periods. The Contractor acknowledges that this Agreement does not create any expectation of renewal.

32.2. 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.

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

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

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

32.6. Compliance with Law. This Agreement and the Contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including the American Recovery and Reinvestment Act of 2009 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.

32.7. 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.

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

32.9. Entire Agreement. The Contractor 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 the Contractor or DHS.

32.10. 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.

32.11. Reductions in Amounts Payable. Unless otherwise provided in any Exhibit made a part hereof, the amount(s) payable, or estimated amount(s) payable, to Contractor under this Agreement is/are subject to a reduction as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of DHS, or as may be directed by the Office of the Governor.

32.12. Certification. The Contractor 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. The Contractor 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.

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SAMPLE

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

By: _____
Michelle R.B. Saddler
Secretary

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

By: _____

Date: _____

Date: _____

Printed Name: _____
Designee

Printed Name: _____

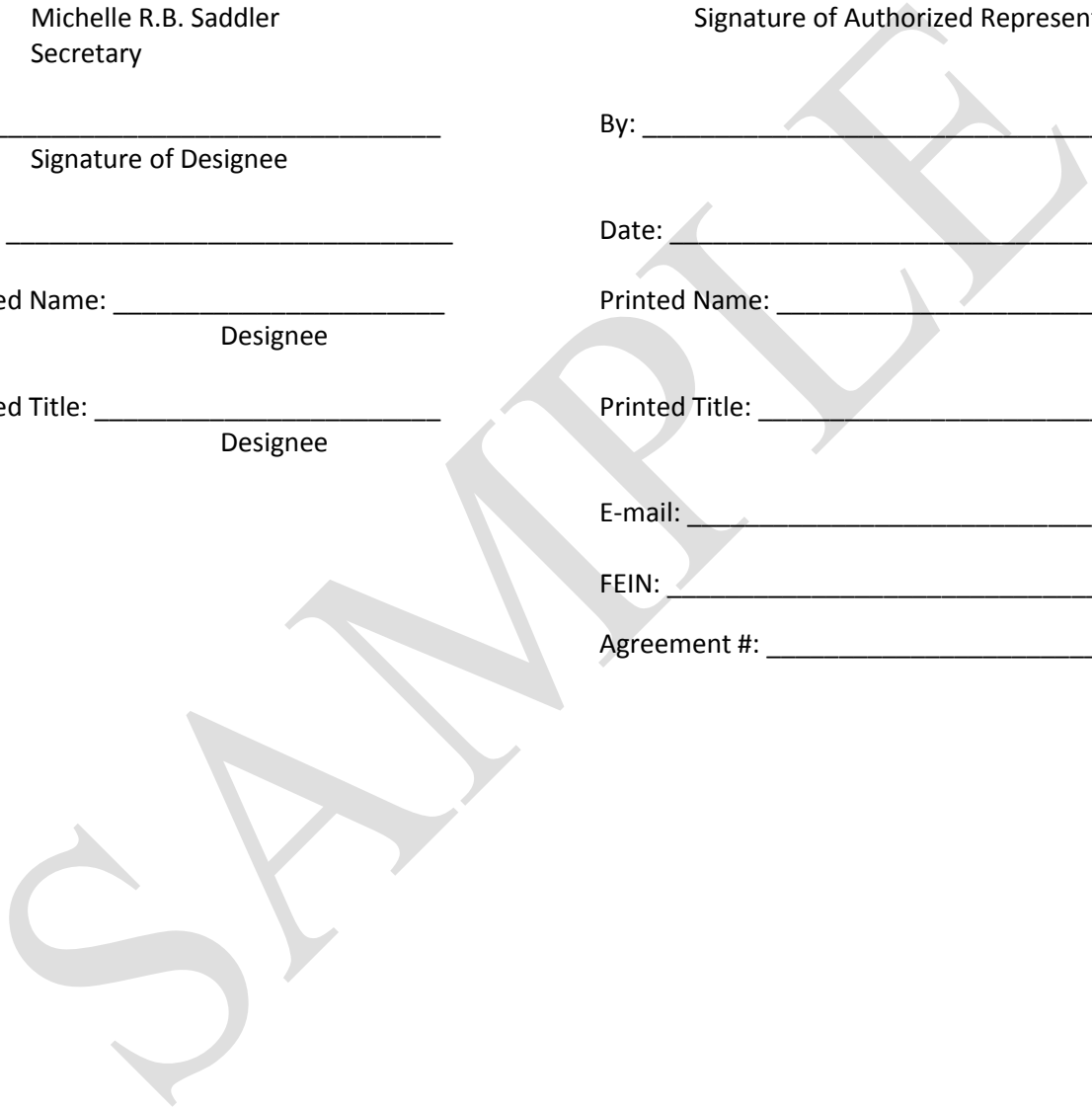
Printed Title: _____
Designee

Printed Title: _____

E-mail: _____

FEIN: _____

Agreement #: _____



Agreement No. _____

EXHIBIT A
SCOPE OF SERVICES

SAMPLE

Agreement No. _____

EXHIBIT B
DELIVERABLES

SAMPLE

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

Name: _____
Title: _____
Address: _____
Phone: _____
TTY#: _____
Fax#: _____
E-mail Address: _____

PROVIDER CONTACT

Name: _____
Title: _____
Address: _____
Phone: _____
TTY #: _____
Fax #: _____
E-mail Address: _____

