



Illinois Department of Human Services
Domestic Violence & Sexual Assault Unit

**Request for Application (RFA)
Domestic Violence Shelter & Services
ADDENDUM – April 9, 2014**

Released: March 12, 2014

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PART I

A. Date of Issuance: **March 12, 2014**

B. Issuing Organizational Unit

Illinois Department of Human Services
Division of Family and Community Services
Domestic Violence & Sexual Assault Unit
823 East Monroe
Springfield, IL 62701

Contact Person

Sharon Spinks
SHARON.SPINKS@illinois.gov
Phone Number (217)782-0947

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. 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 18, 2014, 3:00 pm (extension due to the omission of a required item)**. 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 Domestic Violence & Sexual Assault Unit
“Sealed Bid – Do Not Open”
Domestic Violence Shelter and Services RFA
823 East Monroe
Springfield, IL 62701

Due Date & Time: **Extended to April 18, 2014, 3:00 pm due to the omission of a required item.**

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 must 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.

The audited financial statements should be included in the Application and labeled as **Appendix D: Audited Financial Statements**. 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. The deadline will be strictly enforced without exception. In the event of a dispute, the applicant bears the burden of proof that the application was received on time at the location listed above.

APPLICATIONS THAT ARE FAXED, HANDWRITTEN, SINGLE-SPACED AND/OR LATE WILL NOT BE ACCEPTED AND WILL BE IMMEDIATELY DISQUALIFIED. THERE WILL BE NO EXCEPTIONS.

All applications must be typed 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. The program narrative must be typed, double-spaced, on one side of the page, with 1-inch margins on all sides. The program narrative must not exceed the specific page limits outlined in this RFA. The appendices, assurances, and budget forms are NOT included in the page limitation.

Applicants must submit one, clearly identified originally signed proposal and five (5) complete copies of the proposal.

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. Applicants **must 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.

Additionally, applicants must include one (1) completed electronic copy of the application (disk, USB drives, etc.). Faxed copies will not be accepted. If you have already submitted your application, you can send a disk or flash drive. You do not have to resubmit the application.

Not adhering to these guidelines for Application submission constitutes grounds for Application disqualification. Therefore, the Department is under no obligation to review applications that do not comply with the above requirements.

G. Eligible Applicants

All public, private or not-for-profit community-based agencies are eligible to apply for funds under this Request for Applications. The funding opportunity is not limited to those who currently have a Domestic Violence Prevention and Intervention Grant funded by the Department of Human Services; however, there are no startup funds available, so

only those applicants with a documented history of providing domestic violence victim services will be considered eligible.

H. Questions and Answers

Each applicant must have access to the Internet. The Department's website will contain information regarding the RFA. It is the responsibility of each applicant to monitor that website and comply with any instructions or requirements relating to the RFA.

"Frequently Asked Questions with Answers" will be posted on the DHS website at <http://www.dhs.state.il.us>. The site will be updated periodically. **The last day to submit a question is: May**

I. Award Process

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 FY15 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.

J. Review Panel

Applications will be reviewed by a panel established by staff from 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, degree of need for services.

K. Estimated Length of Agreement

The Department estimates that the term of the agreement resulting from this RFA will be 7/1/2014, and continuing through 6/30/15, and will require the mutual consent of both parties, and be dependent upon the Provider's performance and adherence to program requirements and the availability of funds.

L. 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.

M. Modifications to Applications by Applicants

To make a modification to an Application after it has been submitted, the applicant must submit a complete replacement Application package, as described above under

“Application Submission Requirements,” accompanied by a letter requesting that the replacement Application be considered. This must be received at the prescribed location by date and time designated under Item D.

N. 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.

O. 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. An applicant may not be allowed to materially change its bid or Application in response to a request for clarification.

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 higher 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.

P. DHS Grants Information Conference

Not applicable for this RFA.

Q. Late Applications/Responses

Late Applications will not be opened or considered and will be automatically disqualified, but will be retained by the Department. The Department will notify all applicants whose Applications will not be considered because of lateness or non-compliance with Application submission requirements.

R. Objections

Applicants who object to any provision of the RFA, who believe their Application was improperly rejected, or who believe that the selected Application(s) is/are not in the best interest of the Department may submit a written protest of the Department’s action. The Department will consider all such written protests that are submitted according to the time periods specified below. The Department will investigate all allegations and issue a written response.

The decision of the Department is final. Protests must be in writing and will be considered filed when physically received by the Department at the following address:

Department of Human Services General Counsel's Office
Ms. Kathy Ward, Senior Deputy General Counsel
100 W Randolph, Suite 6-400
Chicago, Illinois 60601

Protests must be filed within fourteen (14) calendar days after the Protestor knows or should have known of the facts giving rise to the protest.

Protests regarding RFA specifications must be filed within fourteen (14) calendar days after the date the RFA was issued and, in any event must be filed before the date for opening the Applications. If a protest is received, any award made is not final until the protest is resolved.

S. 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.

T. 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.

U. 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 H 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.

V. 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.

W. Training and Technical Assistance

If required, programs must agree to receive consultation and technical assistance from authorized representatives of the Department. The program and collaborating partners will be required to be in attendance at site visits. Programs may be required to attend regular meetings and training as provided by the Department or a sub-contractor of the Department.

X. 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/>.

Y. 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.

Z. Sectarian Issue

Applicant organizations may not expend federal or state funds for sectarian instruction, worship, prayer, or proselytization. If the applicant organization is a faith based or religious organization that offers such activities, these activities shall be voluntary for the individuals receiving services and offered separately from the program

AA. 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.

BB. 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.

CC. 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. Department's Need for Services

The Department currently funds a statewide network of 64 community agencies that provide crisis intervention and prevention services to domestic violence victims and their children. Services offered by these agencies include a 24-hour crisis response, emergency on and off site shelter, individual and group counseling for adults and children, legal and other systems advocacy, and other support services. In addition to these intervention services, domestic violence programs also provide prevention services such as community outreach and education.

The Illinois Department of Human Services (IDHS or Department), has issued this Request for Application (RFA) in order to distribute grant funds for fiscal year 2015. These funds are to be used to provide domestic violence intervention and prevention to victims and their children throughout Illinois. Through grants to community-based agencies, the Department seeks to ensure that all victims of domestic violence in the state have access to quality domestic violence services. Grant funds must be used to cover the costs of providing crisis intervention, shelter and related domestic violence services as defined in this Request for Applications (RFA).

B. Intent of the RFA

It is the intent of the Department to continue to provide a service delivery network of interventions that support victims' efforts to become and remain safe, gain control over their lives, and become self-sufficient. This will be achieved through grants to domestic violence service providers who are experienced in the special needs of victims and well educated on the dynamics of abuse.

The Department will give special emphasis to the support of community-based projects of demonstrated effectiveness, that are carried out by nonprofit organizations and that have as their primary purpose the operation of shelters for victims of family violence, domestic violence, and dating violence, and their dependents, and programs with a documented history of effective work with domestic violence victims. An applicant may be part of a larger agency with multiple purposes, but there must be a program within the agency that has as its primary purpose helping victims of domestic violence.

The Department will provide funding to support and enhance existing programs, but will not provide full funding to any program, and startup programs will not be considered. Therefore, Applicants must already be providing significant domestic violence services in order to be considered for funding. Site visits, program location inspections, or face-to-face meetings may also be required before final funding decisions are made.

Program Guidelines

Together with the Illinois Coalition Against Domestic Violence (ICADV), the Illinois Department of Human Services developed the Illinois Domestic Violence Services Guidelines Manual, which outlines the minimum requirements with which all funded programs must comply. The manual was developed utilizing research, best practices, and the input and expertise of the domestic violence service community. The purpose of the minimum requirements is to assure the safety and well-being of persons receiving domestic violence services, and to ensure the quality and consistency of domestic violence services across the state.

In addition to the minimum requirements, the manual also provides further guidelines to promote excellence in domestic violence services, descriptions of the guiding principles and philosophies of domestic violence service delivery, and specific samples and tools to help in implementing services.

The requirements and guidelines of the Illinois Domestic Violence Services Guidelines Manual are incorporated into this RFA. In any contract resulting from this RFA, programs will be expected to adhere to the minimum requirements of the manual. The manual is available online through the ICADV website at:
http://www.ilcadv.org/resources/services_guidelines/ServicesGuidelinesManual2010.pdf.

Target Population

Domestic violence services are provided to persons who are, or have been, victims of, or threatened with, domestic violence or abuse, whether physical, sexual, or emotional. Persons eligible for services are adult victims and their dependent children. Services may also be provided to victims who are minors and their children when the abuse takes place within the context of a dating or engagement relationship.

As an addition to victim services, comprehensive domestic violence agencies must provide prevention and outreach services to their communities.

Program Philosophy

Successful Grantees will use a service delivery model designed to encourage and support victims' efforts to regain control over their lives and decrease the violence in their lives. Successful intervention models increase the safety of victims and children; respect the authority and autonomy of adult victims to direct their own lives; and hold perpetrators, not victims, responsible for the abusive behavior and for stopping the abuse. Further information on the guiding principles of effective domestic violence programs can be found in the Illinois Domestic Violence Services Guidelines Manual.

C. Objectives/Services to be Performed (the Approach)

Illinois' domestic violence services provide a safety net to assist victims and their children. The goals are to ensure that high-quality services are available to meet the immediate crisis and long term needs of domestic violence victims and their children, and to prevent domestic violence.

The objectives are to provide safe, secure shelter to protect victims and their children

from further abuse; to provide information, support, counseling and advocacy services to help victims become aware of and take advantage of their rights and options; to provide supportive services that help victims become self-sufficient and enable them to live in nonviolent homes; and to educate and inform the community that abusing a family member is a crime that will not be tolerated.

Services to be Performed

Services provided by domestic violence programs include shelter, individual and group counseling, crisis hotline services, legal and other systems advocacy, information and referral services, transportation, and outreach and prevention services. Shelter, crisis hotline and other emergency services must be available 24 hours a day.

Depending on the services provided, domestic violence programs funded by the Department fall into the category of either Comprehensive or Specialized. Comprehensive programs are further categorized as either On-Site or Off-Site, depending on where the shelter services are located. Applicants must indicate the category of service for which they are applying.

Definitions of program funding categories and services are listed below.

Program Funding Category Definitions

Comprehensive Domestic Violence Services – Domestic violence programs that provide shelter; 24-hour crisis hotline services in response to calls from the Illinois Domestic Violence Help Line; information and referral services; counseling; advocacy; legal advocacy that includes Illinois Domestic Violence Act advocacy; transportation; and outreach and prevention services to the community. Comprehensive domestic violence programs must make crisis hotlines, emergency services and on or off-site shelter available 24-hours a day, seven days a week, throughout the contract period.

- On-Site Programs – Comprehensive programs that provide emergency shelter for victims and their vulnerable family members in a provider-operated, on-site facility.
- Off-Site Programs – Comprehensive programs that provide emergency shelter for victims and their vulnerable family members at off-site facilities such as hotels/motels or safe homes.

Specialized Programs – Domestic violence programs that do not provide emergency shelter for victims; their primary purpose is the provision of specialized but limited domestic violence services. A Specialized program is required to provide referrals to shelter, information and referrals for other services, and at least one of the following services: counseling, advocacy, or Illinois Domestic Violence Act advocacy. Specialized domestic violence programs must be located in Chicago.

Service Definitions

Advocacy – The active support of and speaking on behalf of a person, group or cause. The primary focus of domestic violence advocacy is empowerment for victims of

domestic violence.

Counseling – The act of providing supportive individual interactions to the victim. This can include time spent collecting information for the victim’s intake; developing a safety plan with the victim; identifying and exploring fear, ambivalence or other emotional barriers, and any follow-up activities to remove barriers. This service can also include providing emotional support or domestic violence education; explaining services, policies, and procedures; and developing service plans. Counseling may also be performed with vulnerable family members of the victim.

Crisis hotline services– The 24-hour response service that provides crisis intervention services to meet the urgent physical and emotional needs of victims of domestic violence. Other than helping the victim to obtain immediate safety, services on the hotline may include collecting information for a victim’s intake, assisting with developing a safety plan, explaining program services, providing information and referrals, or other counseling and support. Crisis hotline calls may come directly to the program, or may be linked in from the Illinois Domestic Violence Help Line. A hotline call is any call coming into the program that is not related to agency administration or operations, but instead focused on services.

Group counseling – The planned process of two or more domestic violence victims or family members meeting, facilitated by one or more advocates, for the purpose of sharing concerns and support, exploring personal situations, safety planning, and/or education regarding domestic violence.

Illinois domestic violence act advocacy – Legal advocacy that involves the Illinois Domestic Violence Act (IDVA). This can include explaining the IDVA, providing information and assistance in obtaining an Order of Protection, and intervention/contact on the victim’s behalf with representatives of the civil or criminal justice system and law enforcement personnel. The Illinois Domestic Violence Act is available online on the Illinois Coalition Against Domestic Violence website at:
http://www.ilcadv.org/dv_law_in_il/idva_booklet_1-2009.pdf .

Legal advocacy – Legal advocacy is the process that assists victims to obtain legal and human rights. This may include providing victims with legal information and options, accompanying them through the legal system or advocating for them within the legal system. It also includes emotional support, encouragement and problem solving related to legal issues. This can include advocacy related to the Illinois Domestic Violence Act or assistance with legal issues in systems such as DCFS, housing, the police, or the State’s Attorney’s office.

Outreach and prevention services – Services designed to increase awareness of the presence and illegality of domestic violence, available services for victims, and special problems encountered by, and needs of, victims and their families. These services can be accomplished through media activities, public education, professional training, and school prevention programs.

Shelter – A facility that provides victims of domestic violence and their vulnerable family or household members with a safe, protective temporary residence and the related

necessities such as food and clothing. Shelter services may be on-site at a residential domestic violence program, or off-site at a hotel/motel or safe home arranged by the domestic violence program.

Transportation services – The process of assisting victims in traveling from one destination to another. Transportation services may involve directly transporting the victim by providing car rides; accompanying victims on public transportation; or giving other transportation-related assistance such as providing bus tokens or information on other transportation options.

D. Locations of Service Sites and Service Area

The Department requires information about where services are located and the service delivery areas for each agency/program providing services to our clients. This geographic analysis helps us to assure that services are being delivered in the areas of greatest need, in the most efficient and effective manner possible. Because of the importance of this information, your proposed service delivery area will be reviewed in the context of your Application and the State's need for services in that area. **The following information must be included in your Application as Appendix A: Service Locations and Service Area Description.**

Service Locations

Provide the addresses and locations of all sites where domestic violence services will be provided. Include all sites where staff will provide services to clients on a regular basis, even those located in court houses, police stations, hospitals, etc.

PROVIDE THE FOLLOWING:

- Program Identifier (comprehensive on-site or off-site or specialized site or satellite, hospital, court house, police station, etc. site)
- Address (street, city, zip code)
- County
- Chicago only: Community Area

Service Area

Provide a description that will give us as much information as possible about the geographic area you intend to serve with the funds awarded through this grant opportunity.

USE THE FOLLOWING CATEGORIES, as appropriate to your description:

- DHS Region(s)
- County(ies)
- City(ies)
- ZIP Code(s)
- Chicago only: Community Area(s)

Be as specific as you can. For example, if you will serve only a portion of a county, describe which portion. **Avoid redundancy.** If you are serving an entire county, it is not necessary to list all of the cities and ZIP codes within that county.

E. Mandatory Requirements

Interested applicants should take note of the following program specific mandatory requirements. Other non-program specific requirements are found in Part 1 of this RFA.

An eligible applicant must at a minimum: be a local public or nonprofit private agency licensed to do business in the State of Illinois; meet all federal, state and local requirements related to health, safety, and zoning, or receive waivers of such requirements from the responsible agency; assure the health, safety, confidentiality and privacy of victims and their children both during and after service delivery and; provide services to the targeted population and meet the operations criteria established by the Department; and secure matching funds for State dollars through income from approved sources.

Program Manual Requirements

Programs must adhere to the requirements outlined in the Illinois Domestic Violence Services Guidelines Manual. Programs not yet in compliance with the manual may need to provide additional information or may be required to meet with the Department before funding will be awarded. In addition, such programs may be required to be on an initial probationary period with added monitoring and technical assistance in order to ensure that the guidelines from the manual are being implemented.

Client Eligibility Requirements

Individuals are determined eligible for shelter and services through screening and self-disclosure. There can be no income standard imposed as a condition of eligibility or fees levied for any shelter or service received. The acceptance of and participation in supportive services by individuals seeking emergency shelter is strictly voluntary; participation may not be used as a condition for emergency shelter.

Grantees must provide services to individuals without regard to race, gender, sexual orientation, age or ethnicity. Grantees may not require individuals to become members of or participation in, any religious or political affiliation or activity as a condition of receiving service. Grantees may not require individuals to volunteer as a condition of receiving service. Grantees may not use grant funds to make direct payments to victims or dependents of such victims. Grantees will be required to have in place and follow written policies on client eligibility and nondiscrimination, and on investigating and resolving client complaints.

Availability of Services Requirements

Grantees funded as comprehensive domestic violence programs must make crisis hotlines, emergency services and on or off-site shelter available 24-hours a day, seven days a week, throughout the contract period. All program sites must either be ADA compliant or have procedures in place to accommodate ADA clients at other locations.

Staff Training Requirements

In order to comply with the confidentiality clause of the Illinois Domestic Violence Act of 1986 (750 ILCS 60/227.), any person, employee or volunteer, who provides domestic violence services to victims either through face to face contact or via the crisis hotline must complete at a minimum 40 hours of training in domestic violence advocacy, crisis intervention and related areas. All Grantees will be required to keep on file documentation that appropriate staff and volunteers meet all training requirements. The Illinois Domestic Violence Act is available on the Illinois Coalition Against Domestic Violence website at: http://www.ilcadv.org/dv_law_in_il/idva_booklet_1-2009.pdf. In addition, all supervisors, coordinators, directors and other program leaders are strongly encouraged to have Illinois Certified Domestic Violence Professional (ICDVP) certification.

Safety Requirements

Grantees will be required to assure the health and safety of clients during all stages of service delivery. The safety of victims and their children must be paramount when determining operational policies and procedures, client eligibility and admission to services. Programs are required to have in place and follow written security and safety procedures designed to protect clients and staff from perpetrators of abuse. Services must be provided in a secure environment, and Grantees that shelter clients on site are required to have staff present at the site whenever clients are present. Additional information on safety requirements can be found throughout the Illinois Domestic Violence Services Guidelines Manual on the ICADV website. All federal, state and local requirements related to health, safety and zoning must also be met.

Confidentiality Requirements

All information, records and documents concerning persons served must remain confidential and be protected by the Grantee from unauthorized disclosure. Except as required by state or federal law, regulation or order; Grantees must agree not to disclose any information concerning a client without the informed, written and reasonably time-limited consent of the client. Such information must be limited to that which is necessary for the proper delivery of services to the client under the terms of the contract. Grantees will be required to have in place and follow written policies and procedures on client confidentiality and the release of client information. More information on confidentiality requirements can be found in the Confidentiality chapter of the Illinois Domestic Violence Services Guidelines Manual.

Cultural and Linguistic Competency

Services must be provided in a culturally sensitive manner. Providers need to understand, acknowledge and respect the differences among victims of domestic violence in ethnicity, race, religion, age, gender, abilities, language and other characteristics, and provide services in a relevant, competent and appropriate manner in accordance with these differences. Programs should demonstrate an ability to adapt individual interventions, programs, and policies to fit the cultural context of the individual family or community. Applicants should review the information in Attachment C of this RFA and

incorporate the information into appropriate sections of their Application. Funded Applicants will be required to submit a formal assessment and plan as indicated in the Community Services Agreement. Attachment H is an example of a Community Services Agreement.

Data Collection Requirements

Grantees will be required to document service delivery and maintain accurate and complete service records for each client. As directed by the Department, Grantees will be required to submit monthly data and progress reports to the Department. The InfoNet documentation system, operated by the Illinois Criminal Justice Information Authority, is the required documentation system for all domestic violence programs funded through the Department.

Documentation will include but not be limited to the determination of each client's eligibility, the types and amounts of services provided to each client, measurable outcome data, budget and expenditure reports, and year-end performance reports. Grantees may also be required to participate in other survey, research and program evaluation efforts approved by the Department. For more information on minimum requirements of documentation, please refer to the Documenting Services and Evaluation chapters of the Illinois Domestic Violence Services Guidelines Manual.

Administrative Requirements

The applicant must have adequate infrastructure in its operations to carry out the goals of the Application and manage the funding. Programs must have an active Board of Directors providing oversight, a director whose duties include the daily management of the program, and sufficient personnel to both responsibly manage the fiscal resources of the agency and provide the proposed services. More information on Boards of Directors, personnel and fiscal requirements can be found in the Illinois Domestic Violence Services Guidelines Manual on the ICADV website.

Local Match Requirement

Grantees will receive a combination of federal and state monies, and must be able to secure matching funds from approved sources and as directed by the Department. The rate of match may vary but will be no more than 25% of the cost of the program funded through this RFA. Approximately one half of the required match may be from in-kind sources. Grantees should identify matching revenues and expenditures in the budget section of this RFA. The cost of the program is the amount of the IDHS award plus the required local match dollars.

F. Application Evaluation

Applications will be evaluated on the following criteria:

Agency History and Purpose	50 points
Provider/Program Description and Eligibility	50 points
Service Delivery	250 points

Community Needs	50 points
Data and Demographics	25 points
Program Evaluation and auditing	25 points
Problems and Challenges	25 points
Staffing Requirements	<u>25 points</u>
TOTAL	500 POINTS

G. Award Amount

Individual grant amounts will vary. It is anticipated that approximately 70 grants will be awarded for fiscal year 2015 with individual awards ranging from \$100,000 up to \$650,000. With the mutual consent of both parties, and dependent upon the provider's performance and adherence to program requirements, and dependent upon the availability of funds to the Department, an award may be extended for additional one-year periods.

Please note: The Department will provide funding to support and enhance existing programs, but will not provide full funding to any program, and startup programs will not be considered.

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. The narrative portion must follow the page guidelines and limits set for each section and must be in the specified order below. **Exceeding the prescribed page limits is grounds for automatic disqualification.**

A. Executive Summary (2 page maximum)

Give a brief overview of the proposed program or services. Include a summary of the service area and needs, the target population, and any special service features. Briefly state how the program or services will meet the needs of victims of domestic violence in the community. Give a brief overview of the agency's ability to provide grant management and administrative over site.

- Attach an organizational chart that shows the agency's management and administrative over site and Programs within the agency as Appendix C of this Application.

B. Agency History and Purpose (2 pages maximum) – 50 points

Describe your agency, including a brief description and history of the domestic violence program that you propose to provide to victims and their children. Include the following in your description:

- How long your agency has been providing domestic violence services.
- The domestic violence program's presence in the local community.

- Whether your agency is devoted entirely to domestic violence services and if not, how the domestic violence program fits in to your agency's current services.
- Other government funding sources the agency administers.

C. Provider/Program Description and Eligibility (2 pages maximum) - 50 points

Describe your program's ability to administer and operate the proposed program. Include the following in your description:

- Your program's philosophy and mission.
- The client population your program serves.
- The catchment/service area of your program and population numbers.
- Your program policies regarding age limitations to shelter or other services, including any age limitations of male dependent children.
- Your program's policy on length of stay in shelter, if applicable.
- A description of the facility where services are provided, including
 - The security and safety procedures that will be in place to protect victims, their children and staff.
 - Whether the facility is compliant with the ADA, and if not, how the agency will accommodate clients with disabilities.
 - Whether the facility meets all other state, federal and local requirements for health, safety and zoning, and if not, if the program has waivers from the responsible agencies.
- The sources from which your domestic violence program receives funding, including the current year's funders and amounts.
- The sources from which your agency receives funding.

D. Service Delivery (10 pages maximum) – 250 points

Describe the proposed services and how your program provides or will provide them. Indicate the category of service listed in **Section C** for which you are applying: Comprehensive On-Site, Comprehensive Off-Site, or Specialized. Include the following information:

- When your program services are available, including days and hours of operation.
- How clients make initial contact with your program, and what criteria is used to determine eligibility.
- How staff respond to clients who contact the program in emergency situations.
- Whether any payment or fees are required for any services.
- How your program identifies clients' needs and barriers, and how it helps clients to address them.
- In what way your program promotes self-determination and helps clients to empower themselves, and how this shows in your service delivery process and procedures.
- How your program procedures address client safety.
- How your program addresses client confidentiality and compliance with the IDVA (Illinois Domestic Violence Act), including how confidentiality

is handled in services provided in buildings that house other offices, if applicable.

- In what way your program serves family members of victims, including boys over the age of 12.
- How your program serves male victims of domestic violence.
- How your program helps those it cannot serve.
- How your program makes the community and target population aware of the program services.
- In what way your program physically serves a victim in the furthest distance in your catchment area.

Describe how your program provides culturally appropriate and/or linguistic services to the following populations:

- Lesbian, Gay, Bi-Sexual, Transgendered and Questioning (LGBTQ) clients.
- Minority populations in your service area, as applicable.
- People with disabilities, people living with HIV, people of varying religions, elderly clients, people living in rural areas, or any other special populations of victims of domestic violence in the service area, as applicable. Describe any relevant written procedures in place for these populations, e.g. ADA procedures.

Describe how any cultural competency plan is implemented in the program, and how services are delivered in a manner that will be most effective to the cultures served.

E. Community Needs (2 pages maximum) – 50 points

State and describe the service area, the target population and the need for services in your community. Include the following in your description:

- How your service availability reflects your client populations' needs.
- Any special needs of the community populations that you are proposing to serve.
- The capacity of your program to meet the needs of the target populations you will be serving.
- Your partners and linkages in the community, or if you are not partnering/linking, how you make client referrals to those agencies, and how you will develop partnerships and linkages.
- Your program stake holders, and your relationship with them.

F. Data and Demographics (1 page maximum for narrative, plus attached form) – 25 points

Explain your program's data and record keeping procedures. Complete and attach the 3-page Data and Demographics Form in Attachment D to provide program data, following the instructions included in the Attachment.

G. Program Evaluation and Auditing (2 pages maximum for narrative, plus attached forms) – 25 points

Describe how your program's service delivery is evaluated, assessed and audited. Include the following information:

- Your process for internally evaluating program activities and outputs, and how this data is used.
- Whether any outside monitoring agencies evaluate your services.
- Whether your program has had a recent site review, and if so, when it occurred, who performed it and what the findings were.
- The fiscal auditing standards your program uses.

Describe how your agency's service delivery will help to meet the State's intended outcomes for domestic violence services. Include data (e.g. current outcome measurements) and/or anecdotes to demonstrate previous successes clients have achieved as a result of receiving your services, especially as they relate to the intended outcomes listed in the Logic Model Worksheets in Attachment E.

Complete and attach the Logic Model Worksheets in Attachment E for all applicable services, following the instructions included in the Attachment.

H. Problems and Challenges (2 pages) – 25 points

Describe the current challenges for your program, and how you address them or plan to address them. Explain the major issue or issues with which your agency is currently struggling, and what would most help to mitigate them.

I. Staffing Requirements (1 page) – 25 points

Describe your program staff's qualifications and training. Include the following information:

- Any ongoing training provided.
- How your program assesses the skills, abilities and qualities of potential staff and volunteers in hiring practices to ensure they will execute the philosophy and mission of your agency's service delivery.
- Whether all staff providing domestic violence services have 40-hour domestic violence training certificates. Attach 40-hour training certificates for all staff that currently have them as Appendix B of this Application.
- Whether any or all staff in leadership positions (such as supervisors, coordinators or program directors) hold Illinois Certified Domestic Violence Professionals (ICDVP) certificates. Attach any staff ICDVP certificates as part of Appendix B of this Application.
- Attach an organizational chart showing all current domestic violence program staff indicating their positions and all proposed to hire positions as part of Appendix B of this Application.

J. Budget and Budget Justification – No Points Assigned

Complete and attach the budget forms in Attachment F of this RFA, following the instructions included in the Attachment. Allowable costs are

outlined in **Attachment G**.

- No more than 20% of the total request may be used for administrative costs.
- Match sources must be identified at 25%.

ATTACHMENTS

Attachment A – Application Cover Sheet

Attachment B – Application Content Checklist

Attachment C – Cultural and Linguistic Competence Plan

Attachment D – Data and Demographics Form

Attachment E – Logic Model Worksheet

Attachment F – Budget Forms and Instructions

Attachment G - Allowable and Unallowable Costs

Attachment H - Example of DHS Community Service Agreement and Exhibits

Attachments A, B, D, E, and F 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 AAPPLICATION AND PLAN FOR HUMAN SERVICES PROGRAM
COVER SHEET INSTRUCTIONS

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

FEIN Number – Provide your nine-digit Federal Taxpayer Identification Number (also known as the Federal Employer Identification Number, or FEIN) 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.

DUNS Number – Provide your nine-digit Data Universal Numbering System (DUNS) Number. If your agency does not have a DUNS Number, you must get one. Go to <http://www.dhs.state.il.us/page.aspx?item=56807> and click on “How to Get a DUNS Number”. This will connect to the Dun & Bradstreet website and it will lead you through a process to obtain a number.

CAGE Number – Provide your five-character Commercial and Government Entity (CAGE) Identification number. To get a CAGE code, you must first complete the Department of Defense's Central Contractor Registration (CCR), which is a requirement for doing business with the federal government. CCR applications are available at <http://www.ccr.gov/Start.aspx>. You will be assigned your CAGE code as part of the CCR validation process, and as soon as your CCR registration is active, you can view your CAGE code online when you log in to your CCR account.

CCR Expiration Date– Please provide the date on which your registration expires.
2. Date of Submission – Enter the date the Application is forwarded to the Department.
3. Project Period – Enter the project period to be covered by this Application, if different from that indicated.
4. Type of Organization – 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.
5. Category of Domestic Violence Service & Dollars Requested From IDHS – Mark (X) to indicate the category of service you are proposing to provide. Category definitions are included in Part II, check one category only. State the dollar amount you are requesting from IDHS for the project period–July 2012 thru June 2013.
6. Legislative District – Provide the appropriate district numbers for the area(s) to be served. Information regarding Congressional Districts is available at <http://www.house.gov>; State Legislative Districts are available at <http://www.ilga.gov>.
7. Important Notice – Please read in its entirety.
8. Applicant Certification – 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. The signature of the authorized official certifies compliance with all requirements, as described in the Request for Application, applicable program rules and regulations, and applicable state and federal rules and regulations.

ILLINOIS DEPARTMENT OF HUMAN SERVICES / Division of Family and Community Services
APPLICATION COVER SHEET / ATTACHMENT A

1. APPLICANT ORGANIZATION

NAME:

ADDRESS:

CITY:

ZIP:

PHONE NUMBER:

Email Address of Authorized Program Representative:

FEIN Number: *(Please attach IRS Form 575K or Form W-9, when applicable)* _____

DUNS Number: CAGE Number:

Central Contractor Registration (CCR) expiration date:

2. DATE OF SUBMISSION:

3. PROJECT PERIOD From July 1, 2014 Through June 30, 2015

4. TYPE OF ORGANIZATION

- _____ Governmental entity
- _____ Not-for-profit Corporation (IRC 501(c) (3) only *(Please attach documentation of current status)*)
- _____ Tax-exempt organization (IRC 501(a) only) *(Please attach documentation of current status)*

5. CATEGORY OF DOMESTIC VIOLENCE SERVICE & DOLLARS REQUESTED FROM IDHS (check only 1)

- _____ Comprehensive – ON SITE SHELTER, or
- _____ Comprehensive – OFF SITE SHELTER ONLY, or
- _____ Specialized – No emergency shelter routinely provided

\$ _____ DOLLAR AMOUNT REQUESTED for PROJECT PERIOD

6. LEGISLATIVE DISTRICT

- _____ Congressional
- _____ Legislative (State Senate District)
- _____ Representative (State Representative District)

7. IMPORTANT NOTICE

This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under 30 ILCS 105/1 et seq. Failure to provide the information requested on this form may prevent your Application from being processed.

8. APPLICANT CERTIFICATION

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.

AUTHORIZED OFFICIAL

Typed Name

Title

Signature _____

Date _____

ATTACHMENT B

APPLICATION CONTENT CHECKLIST

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

Name of RFA: Domestic Violence Shelter and Services

Applicant:

The Application should contain the following in this order:

- Application Cover Sheet (Attachment A of this RFA) and Tax-exemption Documentation
- This APPLICATION CONTENT CHECKLIST (Attachment B of this RFA)
- Executive Summary
- Agency History and Purpose
- Provider Program Description and Eligibility
- Service Delivery
- Community Needs
- Data and Demographics
- Program Evaluation and Auditing
- Problems and Challenges
- Staffing Requirements
- Completed Data and Demographics Form (included as Attachment D)
- Completed Logic Model Worksheet (included as Attachment E)
- Completed Budget and Narrative (included as Attachment F)
- Appendix A: Completed Service Locations and Service Area Description
- Appendix B: Required 40 Hour Training Certificates; Illinois Certified Domestic Violence Professional Certificates; and DV Program Organizational Chart.
- Appendix C: Agency Organizational Chart
- Appendix D: Audited Financial Statements

ATTACHMENT C

**CULTURAL AND LINGUISTIC
COMPETENCE GUIDELINES**

Linguistic and Cultural Competency Guidelines

The State of Illinois Linguistic and Cultural Competency Guidelines (LCC Guidelines) were developed as a mechanism for improving language and cultural accessibility and sensitivity in State-funded direct human services delivered by human service organizations that receive grants and contracts to serve the residents of the State of Illinois.

Linguistic and Cultural Competency Mandate: The Illinois Department of Human Services (the Agency) agrees to comply with the Constitution of the United States, Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, ADA Amendments Act of 2008, Illinois Human Rights Act, the 1970 Constitution of the State 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. The Agency will assure native language/interpreter services to the extent possible, when serving Limited English Proficient clients.

Vendor Goal: This Request for Application includes a goal of improving 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 (the Goal). Vendors that meet the Vendor Parameters are asked to provide a plan meet the Goal, including a description of the customer base served by the Vendor, model used to deliver services, and their ability to implement the LCC Guidelines contained herein. The plan should explain how the Vendor is able to meet the needs of LEP and hearing-impaired customers, either through direct assistance, use of a private interpretation services or use of State-funded interpretation programs. Vendors are asked to explain how they will strive to meet the provisions of the LCC Guidelines with immediate and/or long-term strategies for improving their language and cultural competence. It is incumbent upon the Vendor to provide data-driven rationale for its approach to its LCC Plan.

Following are guidelines for the Vendor response in the Linguistic and Cultural Competency Plan (LCC Plan). A format for the LCC Plan is included in this section. The Vendor should include any additional information that will add clarity to the Vendor's proposed plan to provide access to services for LEP customers. The LCC Plan must demonstrate that the Vendor has the capability to assist LEP customers or has made good faith efforts to do so.

If applicable, the LCC Plan should include any executed agreements specifying the terms and conditions of the relationship between the Vendor and any entity that would provide language access support to programs, services, and activities to meet the Goal. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, or providing further documentation. Failure to cooperate may render the Application non-responsive.

Vendor Parameters: All Agency purchase of care and/or grant requests for Applications for direct human services that exceed \$250,000 will include the LCC Guidelines. Vendors that seek to provide direct human services to individuals or families in the State of Illinois must submit a response to the LCC Guidelines that demonstrates the Vendor's ability to provide language access and cultural competence to its customers or a good faith effort to provide access to services, programs, and activities for LEP customers. This response must include a plan to provide access to all human services, programs, and activities for LEP customers, hearing impaired, and low literacy customers.

Definitions:

- **Cultural Competence:** Cultural Competence is a set of behaviors, attitudes, and policies in a system, agency or among professionals that affect cross-cultural work. Cultural competence is a developmental process that evolves over an extended period. Both individuals and organizations are at various levels of awareness, knowledge and skills along the cultural competence continuum (adapted from Cross et al., 1989).
- **Cultural Competence:** (Individual Level) At the individual level, this means acquisition of the values, knowledge, skills and attributes that will allow an individual to work appropriately in cross-cultural situations.
- **Cultural Competence:** (Organizational Level) At the organization level, this means systems and organizations sanction, and in some cases mandate the incorporation of cultural knowledge into policymaking, infrastructure and practice. An example regarding limited English proficiency would include: Written materials are translated, adapted, and and/or provided in alternative formats based on needs and preferences of the populations served. Interpretation and translation services comply with all relevant Federal, State and local mandates governing

language access and consumers are engaged in evaluation of language access and other communication to ensure for quality and satisfaction.

- **Language Access:** Provision of 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. 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.
- **Meaningful Access:** Subcontractors/Vendors, especially entities with a customer base that is more than five percent (5%) LEP, are required to take reasonable steps to ensure meaningful access to their services and programs by LEP persons. Compliance involves the balancing of four factors: 1) the number and proportion of eligible LEP customers, 2) the frequency of contact, 3) the importance or impact of the contact upon the lives of the person(s) served, and 4) the resources available to the organization. The organization will collect data on primary spoken language and, as appropriate, develop a plan to meet the needs of LEP customers.¹

Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. The Vendor shall also adhere to the principle of providing “meaningful access” to all LEP customers that the agency provides services to, in the performance of this contract. The Vendor ensures accountability of subcontractors and vendors by measurable objectives and performance monitoring at regular intervals for individuals from LEP and diverse cultural groups. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Good Faith Effort: If the Vendor is not able to provide access to its services, programs, and activities to LEP customers, hard of hearing or deaf customers, and/or individuals with low literacy levels, the Vendor must document in the LCC Plan any good faith efforts undertaken by the Vendor in order to provide such access. The Agency will consider the quality, quantity, and intensity of the Vendor’s efforts.

- 1) The following is a list of types of actions that the Agency will consider as evidence of the Vendor’s good faith efforts to meet the Goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.
 - a) Soliciting through all reasonable and available means the services of a subcontractor to provide interpretation, translation services, or other services (LCC Vendor) that will assist the Vendor in meeting the goals of the LCC Guidelines. The Vendor must solicit these services within sufficient time to allow interested LCC Vendors to respond to the solicitation. A Vendor using good business judgment will consider a number of factors in negotiating with LCC Vendors and will take a firm’s price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using LCC Vendors is not by itself sufficient reason for a Vendor’s failure to meet the Goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from LCC Vendors if the price difference is excessive or unreasonable.
 - b) Effectively using the services of available minority community organizations; minority vendors’ groups; local, State, and federal minority business offices; and other organizations that provide assistance in meeting the Goal.
 - c) Establishing clear and achievable long-term goals and strategies for improving the Vendor’s language and cultural competence. The long term goals and strategies must include measurable goals and outcomes, timelines for implementation, and other evidence that the Vendor is working towards meeting the Goal.
 - d) Establishing requirements for specific language skills in job descriptions and remuneration for language skills.
- 2) If the Agency determines that the Vendor has made good faith efforts to meet the Goal, the Agency will award the contract provided that the Vendor is otherwise eligible for the award. If the Agency determines that the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have fifteen (15) business days to make the suggested good faith efforts and any other additional good faith efforts to meet the Goal. The Vendor shall report

¹ Illinois Department of Human Services Inter-Office. Draft Memorandum. 5-05.

the additional final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that additional good faith efforts have not been made, or were not sufficient to remedy the Vendor's previous lack of good faith efforts, it will notify the Vendor in writing of the reasons for its determination within fifteen (15) business days of receipt of the final LCC Plan.

Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the LCC Plan. After approval of the LCC Plan and award of the contract, the LCC Plan becomes part of the contract. If the Vendor did not succeed in achieving the Goal, and the LCC Plan was approved and the contract awarded based upon a determination of good faith, any longer-term goals and strategies for improving their language and cultural competence shall become the contract Goal.

- 1) The LCC Plan may not be amended without the Agency's prior written approval. The Vendor must ensure that any amendments to the LCC Plan do not result in a reduction in access to programs, services, and activities for LEP customers.
- 2) The Vendor may not make changes to its contractual agreements with LCC Vendors without prior written notice to the Agency.
- 3) The Vendor shall maintain a record of all relevant data with respect to the access to services by LEP customers for a period of at least (5) five years after the completion of the contract. Full access to these records shall be granted by the Vendor upon forty-eight (48) hours written demand by the Agency to any duly authorized representative. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor.
- 4) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or with its contractual commitments as contained in the LCC Plan, its failure to cooperate in providing information regarding its compliance with these provisions or its LCC Plan, or the provision of false or misleading information or statements concerning compliance, customer base, good faith efforts, or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 5) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its LCC Plan.

LINGUISTIC AND CULTURAL COMPETENCE PLAN

_____ (the Vendor) submits the following Linguistic and Cultural Competence Plan (LCC Plan) as part of our Application in accordance with the requirements of the Linguistic and Cultural Competence Guidelines section of the solicitation for _____. We understand that compliance with this section is an essential part of this contract and that the LCC Plan will become a part of the contract, if awarded.

_____ (the Vendor) makes the following assurance and agrees to include the assurance in any agreements made to fulfill this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. We shall also adhere to the principle of providing “meaningful access” to all Limited English Proficient (LEP), hard of hearing or deaf, and low literacy customers that the Agency provides services to, in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Representative of Vendor Responsible for Compliance:

Name:

Title:

Telephone:

Email:

We submit one (1) of the following statements:

__We attach Section 1 to demonstrate our LCC Plan meets the Goal of improving access to services, programs, and activities for LEP, hard of hearing or deaf, and low literacy customers of the State.

__We attach Section 1 to detail that we do not fully meet the Goal. We also attach Section 2, Demonstration of Good Faith Efforts.

LINGUISTIC AND CULTURAL COMPETENCY GUIDELINE	OUTCOMES
<p>1. Organizations should have a linguistic and cultural competence plan for the funded program(s) or for the organization as a whole that includes clear goals, outcomes, policies and/or procedures related to the provision of culturally and linguistically appropriate services.</p>	<ol style="list-style-type: none"> 1. The plan addresses in a meaningful way the guidelines in this document and is consistent with the organization's mission. 2. The plan has defined short-term and long-term goals and outcomes that incrementally improve services to LEP individuals, persons who are hard of hearing or deaf, and persons with low literacy. 3. There is an Identifiable staff member responsible for overseeing its implementation. 4. The plan is data driven, based on analysis of verifiable demographic and service data. 5. The data includes the consumers' self-identified primary spoken language, race, and ethnicity. 6. The plan assesses new and emerging community/population needs.
<p>2. Organizations should implement strategies to recruit, retain, and promote at all levels, diverse personnel and leadership that are representative of the demographic characteristics of the service area.</p>	<ol style="list-style-type: none"> 1. Demonstrated hiring, retention and promotion of staff of racial/ethnic backgrounds representative of target population served. 2. Personnel at different levels receive ongoing education and training in culturally and linguistically service delivery. 3. Establish requirements for specific language skills in job descriptions and remuneration for language skills.
<p>3. Organizations should collect customer data to ensure that every effort is made to provide consumers with effective, understandable, and respectful services, provided in the consumer's preferred language and in a manner sensitive to cultural beliefs and practices.</p>	<ol style="list-style-type: none"> 1. The data assesses new and emerging community/population needs. 2. The data includes the consumers' self-identified primary spoken language, race, and ethnicity. 3. Organizations track consumer satisfaction with language access services and organizational sensitivity to consumer culture.
<p>4. Organizations shall provide hearing impaired and language assistance services, including bilingual personnel and interpreter services, at no cost to each consumer with limited English proficiency, or those who are hard of hearing or deaf, at key points of contact, in a timely manner that facilitates maximum access to services.</p>	<ol style="list-style-type: none"> 1. Evidence that appropriate interpretation services are provided to the LEP, hard of hearing, or deaf consumers in a timely manner. 2. Language fluency is assessed to determine the level of competence of personnel and interpreters to provide language and/or American Sign Language services in their specific field of service. 3. Family, friends, or other untested individuals are not used to provide interpretation services.
<p>5. Organizations shall provide to consumers in their preferred language both verbal and written notices of their right to receive language assistance services that are culturally appropriate.</p>	<ol style="list-style-type: none"> 1. Easily understood consumer-related materials and visible notices posted in languages of commonly encountered groups represented in the service area. 2. Pertinent written, oral, and symbolic consumer materials (including consent forms, statement of rights forms, posters, signs, and audio tape recordings) are available in the language of the consumer and/or Braille and available at all key points of access. 3. Quality assurance measures in place to verify accuracy of translated documents.

Section 1**Linguistic and Cultural Competence Plan**

This contract includes a goal of improving access to programs, services, and activities for LEP customers of the State of Illinois (Goal). Vendors are asked to provide a plan to serve LEP customers, including a description of the customer base served by the agency, model used to deliver services, and their ability to implement the LCC guidelines contained here. Vendors should include any additional information that will add clarity to the Vendor's proposed plan to provide access to services for LEP customers. The LCC Plan should demonstrate that the Vendor has strategies in place to assist LEP, hard of hearing, and/or deaf customers and persons with limited literacy, or has made good faith efforts to do so.

1. Provide a general description of the linguistic and cultural competence plan for the funded program(s) or for the organization as a whole that includes clear goals, outcomes, policies and/or procedures related to the provision of culturally and linguistically appropriate services.
2. Describe the strategies used to recruit, retain, and promote at all levels, diverse personnel and leadership that are representative of the demographic characteristics of the service area. Provide a list of personnel positions and staff details (name, contact information) at different levels and across relevant disciplines who receive ongoing education and training in culturally and linguistically appropriate service delivery.
3. Describe the procedures that ensure that consumers receive effective, understandable, and respectful services, provided in the consumer's preferred language and in a manner sensitive to cultural beliefs and practices. Include description of data collection procedures.
4. Describe any language assistance services, including bilingual personnel and interpreter services, cost of services, point of accessing the service, and how the service is delivered.
5. Describe practices established to ensure consumers receive both verbal and written notices, in their preferred language, of their right to receive language assistance or American Sign Language services that are culturally appropriate. List any consumer-related materials and signage in languages of commonly encountered groups represented in the service area, including the languages in which the materials are available.

Section 2**Demonstration of Good Faith Efforts**

If the Goal of improving access to services, programs, and activities for LEP, hard of hearing or deaf customers and persons with limited literacy is not achieved, the Good Faith checklist must be submitted with your Application (or as otherwise specified by the Agency). **Failure to do so may result in a loss of points, putting your Application at risk of being non-competitive.**

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to improve access to services, programs, and activities for LEP, hard of hearing or deaf customers, and persons with limited literacy, in addition to the items listed below, attach a detailed written explanation.

___ Solicited through all reasonable and available means, the services of a Vendor to provide interpretation and/or translation services, or other services (LCC Vendor) that will assist the Vendor in meeting the goals of the LCC Guidelines.

___ Used the services of available minority community organizations; minority vendors' groups; local, State, and federal minority business offices; and other organizations that provide assistance in meeting the Goal.

___ Established clear and achievable long-term goals and strategies for improving language and cultural competence. The long-term goals and strategies include measurable goals and outcomes, timelines for implementation, and other evidence of working towards meeting the Goal.

ATTACHMENT D

DATA AND DEMOGRAPHICS

FORM

DATA AND DEMOGRAPHICS FORM (OUTPUTS) - Existing and Projected

Domestic Violence Program Service Numbers

Insert your FY13 accomplishments - July 2012 through June 2013, FY14 6 months accomplishments - July 2013 through December 2013, and FY15 projections - July 2014 through June 2015 in the table. Data must reflect total outputs of your domestic violence program. If there have been significant changes in program data or significant changes are expected, please use the space provided on this form to explain those differences. If more space is needed to explain differences in data, you may exceed the space on the form.

1. Number of Individual Clients

CLIENTS RECEIVING EMERGENCY SHELTER (on or off site)	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Adults			
Children			
CLIENTS RECEIVING TRANSITIONAL HOUSING	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Adults			
Children			
NONRESIDENTIAL CLIENTS (no shelter / no transitional housing – walk in clients)	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Adults			
Children			
TOTAL ALL CLIENT TYPES	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Adults			
Children			

Explain significant changes:

2. Client Demographics – REPORT IN PERCENTS (%)

SEX	FY13 Actual		FY14 Progress (July-December)		FY15 Projected	
	Adults	Children	Adults	Children	Adults	Children
Female						
Male						
AGE						
0-5						
6-11						
12-17						
18-29						
30-39						
40-49						
50-59						
60+						
Unreported						

ETHNICITY						
	Adults	Children	Adults	Children	Adults	Children
Hispanic/Latino						
Non-Hispanic/ Latino						
Unreported						
RACE						
	Adults	Children	Adults	Children	Adults	Children
American Indian/Alaska Native						
Asian						
Black/African American						
Native Hawaiian/Other Pacific Islander						
White						
Biracial						
Unreported						

Explain significant changes:

3. Number of On-site Shelter/Transitional Housing beds

EMERGENCY AND TRANSITIONAL BED SPACE	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
On Site Emergency Shelter Beds			
Transitional/Second Stage Beds			

4. Shelter Nights

NIGHTS OF ON AND OFF SITE EMERGENCY SHELTER	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Adults			
Children			

Explain significant changes:

5. Number of Hotline Calls

HOTLINE CALLS	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Hotline – Clients / Non-Client Victims			
Information and Referral			

Explain significant changes:

6. Direct Service Hours

Direct Client Service Hours	FY13 Actual		FY14 Progress (July-December)		FY15 Projected	
COUNSELING HOURS AND CLIENTS	Clients	Hrs	Clients	Hrs	Clients	Hrs
Adults						
Children						
SUPPORT GROUP HOURS AND CLIENTS	Clients	Hrs	Clients	Hrs	Clients	Hrs
Adults						
Children						

ADVOCACY AND OTHER SERVICES (list services included for instructional purposes)	Clients	Hrs	Clients	Hrs	Clients	Hrs
Adults						
Children						
LEGAL ADVOCACY	Clients	Hrs	Clients	Hrs	Clients	Hrs
Adults						
Children						

Explain significant changes:

7. Order of Protection Assistance Provided

ORDER OF PROTECTION ASSISTANCE	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Victims Receiving OP Assistance			
Emergency OPS you assisted with			
Interim and Plenary OPS you assisted with			

Explain significant changes:

8. Public Education/Awareness

PUBLIC AWARENESS	FY13 Actual	FY14 Progress (July-December)	FY15 Projected
Presentations			
Hours			
Participants			

Explain significant changes:

ATTACHMENT E

LOGIC MODEL WORKSHEETS

INSTRUCTIONS FOR COMPLETING LOGIC MODEL WORKSHEETS

Complete the Logic Model Worksheets for each of the following five major service areas for which you are requesting IDHS support:

- Emergency Shelter
- Advocacy and Other Supportive Services (this may include housing advocacy, economic assistance, employment assistance, medical assistance, parental services, education assistance, life skills, conflict resolution, or advocacy with other outside parties on behalf of the victim or children)
- Legal advocacy
- Counseling (this may include individual counseling in person or by telephone, individual children's counseling, or family counseling)
- Group counseling (victim or children support groups)

Please refer to section D of this RFA for definitions of these services. Intended outcomes are listed on the worksheets for each of these five service areas.

Use the following guidelines to complete the Logic Model Worksheets:

- Clearly delineate the inputs and activities that demonstrate how your agency's service delivery helps the State meet its intended outcomes for domestic violence services.
- Using bullet points, give brief highlights to summarize how services described at length in the narrative portion of your Application lead to successfully achieving outcomes for each of the five service areas requiring outcome measurement.
- Under INPUTS, provide brief descriptions of the resources your organization contributes to service delivery such as staff, volunteers, technology, space, etc.
- Under ACTIVITIES, give brief specific descriptions about what you do (e.g. conduct workshops, develop products, train staff, facilitate groups, provide counseling, education, provide information on victim compensation, provide transportation to court, etc.)

RFA Logic Model Demonstrating Service Delivery Meets Intended Outcomes of Domestic Violence Services

SERVICE/PROGRAM AREA: Emergency Shelter (On and Off Site)			
INPUTS	ACTIVITIES	INTENDED OUTCOMES	EXPECTED SUCCESS RATE OF PROVIDER
<i>Resources to do what you do</i> - staff, volunteers, money, time, equipment, materials, technology, partners	<i>What you do</i> conduct workshops/meetings, deliver services, develop products, train, facilitate, provide counseling, education, provide information on victim compensation, provide transportation to court		Please indicate the percent of clients you anticipate will answer YES to the specified outcome.
<ul style="list-style-type: none"> • • • • 	<ul style="list-style-type: none"> • • • • 	<ul style="list-style-type: none"> • I know more ways to plan for my safety. 	<ul style="list-style-type: none"> •
		<ul style="list-style-type: none"> • I know more about community resources. 	<ul style="list-style-type: none"> •
		<ul style="list-style-type: none"> • I feel safer from abuse by getting out of the abusive environment while in shelter. 	<ul style="list-style-type: none"> •
		<ul style="list-style-type: none"> • I feel more hopeful about my future. 	<ul style="list-style-type: none"> •

<p>SERVICE/PROGRAM AREA:</p>	<p>Advocacy and Other Supportive Services (other than Legal Advocacy) Adults Only - Housing advocacy, economic assistance, employment assistance, medical assistance, parental services Adults and Children - education assistance, other advocacy (eg other outside parties), life skills, conflict resolution)</p>		
<p>INPUTS</p>	<p>ACTIVITIES</p>	<p>INTENDED OUTCOMES</p>	<p>EXPECTED SUCCESS RATE OF PROVIDER</p>
<p><i>Resources to do what you do - staff, volunteers, money, time, equipment, materials, technology, partners</i></p>	<p><i>What you do</i> conduct workshops/meetings, deliver services, develop products, train, facilitate, provide counseling, education, provide information on victim compensation, provide transportation to court</p>		<p>Please indicate the percent of clients you anticipate will answer YES to the specified outcome.</p>
<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • I know more ways to plan for my safety. 	<ul style="list-style-type: none"> •
<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • I know more about community resources. 	<ul style="list-style-type: none"> •
<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • I feel more hopeful about my future. 	<ul style="list-style-type: none"> •
<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • I feel better able to support myself and my children. 	<ul style="list-style-type: none"> •

SERVICE/PROGRAM AREA: Legal Advocacy			
INPUTS	ACTIVITIES	INTENDED OUTCOMES	EXPECTED SUCCESS RATE OF PROVIDER
<i>Resources to do what you do</i> - staff, volunteers, money, time, equipment, materials, technology, partners	<i>What you do</i> conduct workshops/meetings, deliver services, develop products, train, facilitate, provide counseling, education, provide information on victim compensation, provide transportation to court		Please indicate the percent of clients you anticipate will answer YES to the specified outcome.
•	•	• I know more ways to plan for my safety.	•
•	•	• I know more about community resources.	•
•	•	• I have an increased understanding of my legal rights as a domestic violence victim.	•
•	•	• I know I can report violations of my order of protection.	•

SERVICE/PROGRAM AREA:	Counseling (may include telephone counseling, in person counseling, individual children’s counseling, family counseling)		
INPUTS	ACTIVITIES	INTENDED OUTCOMES	EXPECTED SUCCESS RATE OF PROVIDER
<i>Resources to do what you do</i> - staff, volunteers, money, time, equipment, materials, technology, partners	<i>What you do</i> conduct workshops/meetings, deliver services, develop products, train, facilitate, provide counseling, education, provide information on victim compensation, provide transportation to court		Please indicate the percent of clients you anticipate will answer YES to the specified outcome.
•	•	• I know more ways to plan for my safety.	•
•	•	• I know more about community resources.	•
•	•	• I feel more hopeful about my future.	•
•	•	• I have a better understanding of the effects of abuse on my life.	•
•	•	• I have a better understanding of the effects of abuse on my children’s lives.	•

SERVICE/PROGRAM AREA: Group Counseling (victim and children support groups)			
INPUTS	ACTIVITIES	INTENDED OUTCOMES	EXPECTED SUCCESS RATE OF PROVIDER
<i>Resources to do what you do - staff, volunteers, money, time, equipment, materials, technology, partners</i>	<i>What you do</i> conduct workshops/meetings, deliver services, develop products, train, facilitate, provide counseling, education, provide information on victim compensation, provide transportation to court		Please indicate the percent of clients you anticipate will answer YES to the specified outcome.
•	•	• I know more ways to plan for my safety.	•
•	•	• I know more about community resources.	•
•	•	• I feel more hopeful about my future.	•
•	•	• I have a better understanding of the effects of abuse on my life.	•
•	•	• I have a better understanding of the effects of abuse on my children's lives.	•

ATTACHMENT F

BUDGET FORMS (INSTRUCTIONS AND FORMS)

BUDGET INFORMATION and INSTRUCTIONS

- a. Complete the budget summary page; this page should show the total cost from all sources of providing the program or service; this total is then allocated to "Applicant and Other" fund sources and the amount requested through this Application. The lower part of this page will identify the source and amounts of the funds shown in the "Applicant and Other" column above; this amount is further broken down to required "match or cost participation" and "Other".
- b. Personal Services - instructions are printed on the back of the page. Please pay close attention to the formula for calculating the Personal Services amount for each position - the proper procedure is the monthly salary in column (1) times the number of months this position will work on this program as shown in column (2) times the percent of time this position spends on this program as shown in column (3) equals the total budgeted amount applicable to this program. This total is then allocated among funds from this grant (Amount Assistance Requested) and all other fund sources (Applicant and Other). Insert proper codes to identify source(s) of other funds.

Fringe Benefits - a total percentage rate is acceptable for this budget process; however, you must show actual individual expenditure amounts when requesting reimbursement from the Department. It is desirable that you indicate the items and applicable rates which are included in your fringe benefits claim.
- c. Contractual services - itemize and be as specific as possible. All personal services contracts and sub-grants must be identified and explained. Registration fees, repairs and maintenance costs are shown here.
- d. Supplies - itemize and be as specific as possible. Show all printing and paper costs in this line.
- e. Travel - Indicate mileage rate for your agency; show estimated cost for mileage, lodging, etc. as indicated.
- f. Patient Care - complete if applicable.
- g. Equipment - itemize and be as specific as possible. All equipment purchases require program approval either through this Application and approval process or specific approval during the award period. Equipment purchases should be completed during the early months of the award period.

Budget justification - as instructed, provide additional information or justification for specific items listed in the detailed budget for which the need is not self-evident. Personal Services contracts and all sub-grants are to be explained and justified in this section.

**BUDGET SECTION
Summary Page**

APPLICANT AGENCY:

TIN:

PROGRAM: Domestic Violence Shelter & Services

FOR THE PERIOD: July 1, 2014 THROUGH: June 30, 2015

BUDGET SUMMARY LINE ITEM (Category)	Total for the Program	SOURCES OF FUNDS		IDHS Components (specify)		
		Applicant and Other	Requested from IDHS			
Personal Services						
Contractual Services						
Supplies						
Travel						
Equipment						
Patient Care						
TOTAL, Direct Costs						

SOURCES OF FUNDS - Applicant and Other Sources	Required Match	Other Support	Total
TOTAL, Applicant and Other Sources			

USE ADDITIONAL SHEETS IF NECESSARY

**INSTRUCTION TO APPLICANT
BUDGET SUMMARY**

GENERAL BUDGET INFORMATION

The budget for this Application is to reflect the total cost of the project from all sources. The Budget Summary provides a one-page compilation of these costs. Individual line-items are to be itemized in detail on the following pages. Additional information and justification are to be shown on the Budget Justification page(s).

The budget must comply with the allowable costs for the program, the applicable Administrative Rules and Regulations, the laws of the State of Illinois and any applicable federal guidelines or requirements.

All amounts are to be expressed in whole dollars; each line-item is to be rounded to the nearest one-hundred dollar amount.

If additional pages are required, please note applicant agency name and program name on each additional page and number all additional pages as appropriate using the following sequence: Page 1a, Page 1b, Page 2a, Page 2b, and so on. Applications are disassembled and copied by the Department and these page number references will assist reassembly and help to ensure all copies are complete.

BUDGET SUMMARY

Enter the totals from each detail line-item section and sum these amounts to show the TOTAL, Direct Costs for the program.

SOURCES OF FUNDS columns: The total estimated cost for each line-item of the program is to be broken out by funds to be provided from sources other than this RFA (Applicant and Other) and by the amount requested in this Application (Requested from IDHS).

IDHS Components (specify): The amount requested in this Application (Requested from IDHS) is to be further broken out by program component(s) as instructed in the Program Description section of the RFA.

SOURCES OF FUNDS - Applicant and Other

Identify the source and amount of all funds shown in the Applicant and Other column of the Budget Summary. Enter the amounts proposed to meet the program's matching or cost participation requirements in the Required Match column; enter all other program support costs in the Other Support column. The total of the Required Match and Other Support columns must equal the total of the Applicant and Other column of the Budget Summary.

Examples of Applicant and Other fund sources include Applicant funds such as tax revenues; fees or other program income; donations; other corporate funds; and other program support such as other state and or federal grant awards (i.e. WIC, Title X, Title XIX, and Title XX) both from the IDHS and from other agencies.

BUDGET SECTION, Personal Services

APPLICANT AGENCY:

TIN:

PROGRAM: DVSS RFA

PERSONAL SERVICES (Position title and Name of Incumbent)	Monthly Salary	Number of Months Budgeted	Percent of time on Program	Total for the Program	Sources of Funds		IDHS Components (specify)		
					Applicant and Other	Requested from IDHS			
PERSONAL SERVICES, Subtotal									
FRINGE BENEFITS (Rate: _____ %) Components and rates must be itemized in budget justification section.									
PERSONAL SERVICES AND FRINGE TOTAL									

USE ADDITIONAL SHEETS IF NECESSARY

Budget Section, Page 2

 INSTRUCTIONS TO APPLICANT
 PERSONAL SERVICES BUDGET

PERSONAL SERVICES

Enter the position title and name of the current incumbent; if the position is new or currently not filled, enter "Vacant".

Example:	Counselor -	Mary Jones
	Counselor-	Vacant
	Pgrm Coord -	Joyce Johnson
	Advocate-	Vacant

Enter the monthly salary for each position that will be filled for all or any part of the period. Enter the number of months the position will be filled by an incumbent working on the program. Enter the percent of time the incumbent will devote to the program during the months shown. Enter the total amount of support to be provided for the program, as computed from the information shown, using the following formula:

[Monthly Salary] times [Number of Months Budgeted] times [Percent of time on Program] = [Total for the Program].

The Total for the Program is then broken out by the amount to be provided from sources other than this Application (Applicant and Other) and the amount requested as part of this Application (Requested from IDHS). The amount Requested from IDHS is further broken out by the various program components (IDHS Components) if the Program Description section of the RFA requests that program components be identified separately.

FRINGE BENEFITS

The components included in the applicant agency's fringe benefit rate are to be itemized (listed by component and rate) in the Budget Justification section. The total fringe benefits rate is entered on the Fringe Benefits line; this rate is then applied to the Personal Services, Subtotal shown as Total for the Program. If the applicant agency includes fringe benefits in the amount Requested from IDHS and the various IDHS Components, the amounts for fringe benefits may not exceed the fringe benefits rate times the Personal Services, Subtotal for those columns.

BUDGET SECTION, Contractual Services

APPLICANT AGENCY:

TIN:

PROGRAM: DVSS RFA

CONTRACTUAL SERVICES (Itemize)	Total for the Program	SOURCES OF FUNDS		IDHS Components (specify)		
		Applicant and Other	Requested from IDHS			
TOTAL, Contractual Services						

USE ADDITIONAL SHEETS IF NECESSARY

Budget Section, Page 3

INSTRUCTIONS TO APPLICANT
CONTRACTUAL SERVICES BUDGET

CONTRACTUAL SERVICES

List the costs directly attributable the program estimated to be incurred during the period covered by this Application. Examples of Contractual Services include conference registration fees; repair and maintenance of furniture and equipment; postage; UPS or other carrier costs; software; subscriptions; training and education costs; and telecommunications costs. See also the Allowable Costs section of the RFA.

Payments (or pass-through) to subcontractors or subgrantees are to be listed here. All subcontracts or subgrants require an attached detailed line-item budget supporting this contractual amount. The Department must approve, in writing, all subcontracts or subgrants.

BUDGET SECTION, Supplies and Travel

APPLICANT AGENCY:

TIN:

PROGRAM: DVSS RFA

SUPPLIES (Itemize)	Total for the Program	SOURCES OF FUNDS		IDHS Components (specify)		
		Applicant and Other	Requested from IDHS			
TOTAL, Supplies						
TRAVEL (Itemize)	Total for the Program	SOURCES OF FUNDS		IDHS Components (specify)		
		Applicant and Other	Requested from IDHS			
Mileage (Rate per mile: \$. _____) Lodging Meals/PerDiem Commercial Transportation Other:						
TOTAL, Travel						

USE ADDITIONAL SHEETS IF NECESSARY

Budget Section, Page 4

INSTRUCTIONS TO APPLICANT
SUPPLIES AND TRAVEL BUDGET

SUPPLIES

List the costs, directly attributable to the program, estimated to be incurred during the period covered by this Application. Examples of Supplies include office supplies; medical supplies (consumable items such as syringes, tape and gauze, other than drugs); educational and instructional materials; cleaning supplies; copy paper and other paper supplies; and letterpress, offset printing, and other printing services. See also the Allowable Costs section of the RFA.

TRAVEL

List the costs, directly attributable to the program, of applicant agency's employees' transportation, mileage, per diem, meals, etc. necessary for carrying out the activities described in the Application. Unless specifically stated in the budget, the mileage rate will be assumed to be the same as that authorized for state employees by the Governor's Travel Control Board. See also the Allowable Costs section of the RFA.

Travel costs for contractual consultants are to be included in the Contractual Services line.

BUDGET SECTION, Equipment and Patient Care

APPLICANT AGENCY:

TIN:

PROGRAM: DVSS RFA

EQUIPMENT (Itemize)	Total for the Program	SOURCES OF FUNDS		IDHS Components (specify)		
		Applicant and Other	Requested from IDHS			
TOTAL, Equipment						
PATIENT CARE (Itemize)	Total for the Program	SOURCES OF FUNDS		IDHS Components (specify)		
		Applicant and Other	Requested from IDHS			
TOTAL, Patient Care						

USE ADDITIONAL SHEETS IF NECESSARY

Budget Section, Page 5

INSTRUCTIONS TO APPLICANT
EQUIPMENT AND PATIENT CARE

EQUIPMENT

List those items costing over \$100.00 each, with a useful life of more than one year, that are required for the successful completion of the activities described in the Application. Equipment costs shall include all freight and installation charges. Equipment may include office furniture and equipment, such as desks, chairs, computers, printers and calculators; training materials; reference books; and films. All Equipment purchases must be approved by the Department, either through this budget or via specific request for items not included in the budget as submitted. See also the Allowable Costs section of the RFA.

PATIENT CARE

List those patient care services necessary to the program which the applicant agency cannot provide through its own resources and which will be purchased from other agencies or individuals.

Patient Care includes laboratory tests or other diagnostic procedures; and transportation of patients or clients, including accompanying parents or guardians (or other escort).

Patient Care also includes services that the applicant agency will provide and be paid an established fee-for-service, such as family planning services, family case management; and primary care services.

BUDGET JUSTIFICATION

APPLICANT AGENCY:

TIN:

PROGRAM: Domestic Violence Shelter & Services

Show justification for specific items listed in the detailed budget for which the need is not self-evident. Justifications should clearly indicate the items being requested are essential to the achievement of the state program objectives.

Fringe Benefits -

FICA (Social Security)	_____	%
Pension/Retirement	_____	%
Group Health Insurance	_____	%
Group Life Insurance	_____	%
Unemployment Insurance	_____	%
Workmen's Compensation	_____	%

Other:

_____	_____	%
_____	_____	%
_____	_____	%
_____	_____	%

TOTAL, Fringe Benefits Rate _____%

Other Budget Justification -

ATTACHMENT G

ALLOWABLE COSTS

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.

Examples of allowable costs include the following. This is not meant to be a complete list, but rather specific examples of items within each line item category.

Personnel Services:

Gross salary paid to agency employees directly involved in the provision of program services.
Employer's portion of fringe benefits actually paid on behalf of direct services employees; examples include FICA (Social Security), life/health insurance, Workers Compensation insurance, unemployment insurance and pension/retirement benefits.

Contractual Services:

Conference registration fees
Contractual employees (require prior program approval)
Repair & maintenance of furniture and equipment
Postage, postal services, UPS or other carrier costs
Software for support of program objectives
Subscriptions
Training and education costs

Payments (or pass-through) to subcontractors or subgrantees are to be shown in the Contractual Services section - **all subcontracts or subgrants require an attached detail line-item budget supporting this contractual amount.**

The allocations of the applicable portion of the following costs are allowable only if approved by the program and the allocation methodology is approved as part of the application process.

Rent or lease of space or facilities
Utility costs
Insurance
Copy machine rental or lease
Costs of improvements to real property

Travel:

- Mileage (at state rate unless specifically noted otherwise)
- Airline or rail transportation expense
- Lodging
- Per diem or meal costs
- Operation costs of agency owned vehicles

Commodities (Supplies):

- Office supplies
- Medical supplies
- Educational and instructional materials and supplies, including booklets and preprinted pamphlets
- Household, laundry and cleaning supplies
- Parts for furniture and office equipment
- Equipment items costing less than \$100.00 each

Printing (include in Supplies):

- Letterpress, offset printing, binding, lithographing services
- Photocopy paper, other paper supplies
- Envelopes, letterhead, etc.

Equipment (requires prior written program approval):

- Items costing over \$100.00 each, with useful life of more than one year. Costs shall include all freight and installation charges.
- Office equipment and furniture
- Allowable medical equipment
- Reference and training materials and exhibits
- Books and films

Telecommunications (include in Contractual Services):

- Telephone services
- Answering services
- Repair, parts and maintenance of telephones and other communication equipment

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 H

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

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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.
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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
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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

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(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
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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 COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 17 of 42

- (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 COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 20 of 42

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 15th 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 15th 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 FISCAL YEAR 2014 / 5 7 13 Page 22 of 42

(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 COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 30 of 42

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EXHIBIT A

SCOPE OF SERVICES State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13

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EXHIBIT B

DELIVERABLES State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page
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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

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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 YEAR 2014 /
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EXHIBIT F

PERFORMANCE STANDARDS State of Illinois/Department of Human Services COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014

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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 COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2014 / 5 7 13 Page 37 of 42

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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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