

Illinois Department of Labor/Illinois Department of Human Services
Request for Applications

Services for
Youth Development Programming

Released September 8, 2014

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APPENDICES

- Appendix 1 – Spending Plan Instructions/Allowable Costs (Excel spreadsheet)
- Appendix 2 - Application and Plan for Human Services Program Cover Sheet and
 Instructions
- Appendix 3 - Example of DHS Community Services Agreement & Exhibits

PART I

A. Date of Issuance: September 8, 2014

B. Issuing Organizational Unit
Illinois Department of Human Services
Division of Family and Community Services

Contact Person

Dan Harris, Assistant Director
Division of Family and Community Services
Illinois Department of Human Services
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C. RFA Availability
Copies of this Request for Applications (RFA) may be downloaded from the Illinois Department of Human Services (DHS or the Department) web site:
<http://www.dhs.state.il.us>. **Please click on “For Providers” and then on “RFAs.”**
Additional copies may be obtained by contacting the contact person listed above.

D. Date, Location and Time of Application Opening
Applications are to be received no later than 4:00 p.m. on October 6, 2014. The application container will be time-stamped upon receipt. The Department will not accept applications submitted by electronic mail or by facsimile machine. Mail or have your completed grant applications delivered to:

Illinois Department of Human Services
“Sealed Bid – Do Not Open”
2015 DOL/DHS RFA
401 S. Clinton, 4th Floor
Chicago, IL 60607
Due Date & Time: **October 6, 2014 at 4:00 pm**

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

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

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

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

Applicants must submit one clearly identified original, signed proposal and two (2) complete copies of the proposal. Faxed copies will not be accepted. The Department is under no obligation to review applications that do not comply with the above requirements.

Please note that Part II of this RFA details three separate service classifications:

Service Classification 1: Out-of-school time programming

Service Classification 2: Youth employment

Service Classification 3: Evidence-based demonstration projects supporting youth and families

Applicants may submit proposals for more than one service classification, but each proposal must be submitted as a separate application.

F. Format Requirements

As explained in Part II of this RFA, applicants may submit applications for any of three separate service classifications. Each individual application should not exceed 10 pages, including the Executive Summary, Agency Qualifications, Methodology, and Work Plan. The cover page, checklist, spending plan and narrative, linkage agreements, subcontractor information, attachments and any included letters of support are not included in the page limitations.

G. Eligible Applicants

Public or private, not-for-profit community-based agencies are eligible to apply for funds under this Request for Application. Applicant must be in good standing with the Secretary of State and must not be debarred or suspended for state or federally funded grants. The applicant must disclose any instances of debt owed to the state or federal

agency, for grant recovery, improper payments, questioned cost as a result of an audit. The funding opportunity is not limited to those who currently receive funding from the Illinois Department of Human Services.

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.

Submit questions relating to the RFA via email to daniel.g.harris@illinois.gov. Indicate “DOL/DHS RFA-Question” in the subject line of the email. Only written answers to written questions will be considered valid; questions and answers will be posted on the DHS website, located at <http://www.dhs.state.il.us/page.aspx?item=39157>. The site will be updated periodically.

The last day to submit a question is September 29, 2014.

I. Award Process

It is anticipated that applicants will receive notifications by the Department regarding funding decisions in October 2014. A Notice of Grant Award is not equivalent to an agreement with the Department to commence providing service. Successful applicants should receive the Community Service Agreement for their signature and return it per instructions to be provided. The release of the RFA does not obligate the Illinois Department of Human Services to make an award. Work cannot begin until a contract is fully executed by the Department.

J. Review Panel

Applications will be reviewed by staff from DHS, who will read and evaluate applications independently and may subsequently participate in meetings during which applications will be reviewed and scored collectively.

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

K. Estimated Length of Agreement

The Department estimates that the term of the agreement resulting from this RFA will be eight months, beginning November 1, 2014, and continuing through June 30, 2015.

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 RFA 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 website, found at <http://www.dhs.state.il.us>.

N. 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.

O. 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.

P. Public Information

Some information submitted pursuant to the 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.

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

Q. 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 a grant agreement. Samples of this agreement may be found at <http://www.dhs.state.il.us/page> and in an Appendix 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.

R. Training and Technical Assistance

Programs must agree to receive consultation technical assistance from authorized representatives of the Department. The program and collaborating partners will be required to be in attendance at site visits.

S. Deliverables

Successful applicants will be required to provide the following information to the Department as grantees:

- Monthly Expenditure Documentation Forms (EDFs), in a format provided by the Department.
- Program plan and detailed program budget in format provided by the Department.
- Agency budget in a format provided by the Department.
- Performance data as requested by the Department.

T. Congressional and Legislative Districts

The applicant must provide on the required Application and Plan for Human Services Program (cover sheet) the Congressional District (by number), available at the following website: <http://www.firstgov.gov/Contact/Elected.shtml>; and the Illinois House and Senate Legislative Districts (by number), available on the Illinois General Assembly website at <http://www.ilga.gov>.

U. Additional Information

The Department reserves the right to request additional information that could assist 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.

V. Sectarian Issue

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

W. Background Checks

Background checks are required for all program staff and volunteers who have the potential for 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.

X. Child Abuse/Neglect Reporting Mandate

Per the Abused and Neglected Child Reporting Act (ANCRA, 325 ILCS 5/4), mandated reporters are professionals who may work with children in the course of their professional duties. Mandated reporters are required to report suspected child maltreatment immediately when they have “reasonable cause to believe” that a child known to them in their professional or official capacity may be an abused or neglected child” (ANCRA Sec.4). This is done by calling the Illinois Department of Children and Family Services (DCFS) Hotline at 1-800-252-2873 or 1-800-25ABUSE. Programs funded through this grant opportunity must review ANCRA and, where appropriate, have a written protocol for identifying and reporting suspected child maltreatment.

Y. 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 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 areas of education and work experience.

Z. Payment Method

Payments to successful programs shall be made on a prospective basis. Expenditures must be consistent with the agency’s approved spending plan on file with the Department. Actual expenditures incurred for the purchase of allowable goods and services necessary for conducting program activities shall be documented, utilizing the Department’s Expenditure Documentation Form for reconciliation against the approved budget and total award amount. Unexpended funds will be returned to the Department, per the Grant Funds Recovery process.

PART II

A. NEED FOR SERVICES

The State recognizes the critical need for research-informed, out-of-school time opportunities for youth. The value of such programming is well-documented:

- The hours between 3 and 6 p.m. are the peak hours for juvenile crime and experimentation with drugs, alcohol, cigarettes and sex. (Fight Crime: Invest in Kids, 2003)

- Eight in 10 Americans want all children and teens to have some type of organized activity or safe place to go after school. (Afterschool Alliance & Lake Research Partners, 2008)
- Early childhood education expert James Heckman concludes that a complement of early education and participation in afterschool programs can reduce initiating drug use among youth by nearly 50 percent. (University of Chicago, 2006)
- An analysis of 68 afterschool studies concluded that high quality afterschool programs can lead to improved attendance, behavior and coursework. Students participating in a high quality afterschool program went to school more, behaved better, received better grades and did better on tests compared to non-participating students. (Durlak, Weissberg, & Pachan, 2010)
- Teens who do not participate in afterschool programs are nearly three times more likely to skip classes than teens who do participate. They are also three times more likely to use marijuana or other drugs, and are more likely to drink, smoke and engage in sexual activity. (YMCA of the USA, 2001)
- Parents miss an average of five days of work per year due to a lack of afterschool care. Decreased worker productivity related to parental concerns about afterschool care costs businesses up to \$300 billion per year. (Catalyst & Brandeis University, 2006)
- The Promising Afterschool Programs Study found that regular participation in high-quality afterschool programs is linked to significant gains in standardized test scores and work habits as well as reductions in behavior problems among disadvantaged students. (University of California at Irvine, 2007)
- Researchers at Johns Hopkins University concluded that two-thirds of the achievement gap between lower- and higher-income youth results from unequal access to summer learning opportunities. (American Sociological Review, 2007)
- Youth with work experience are significantly more likely to attend college and to have a greater attachment to the labor force as adults. (Bureau of Labor Statistics, 2001)
- Youth unemployment can harm young adults for several years into the future. Those experiencing unemployment at an early age have years of lower earnings and an increased likelihood of unemployment ahead of them (Mroz, University of North Carolina at Chapel Hill, 2001)

In recognition of the need for such programming, the State is seeking applications in three service classifications:

Service Classification 1: Out-of-school time programming

Service Classification 2: Youth employment

Service Classification 3: Evidence-based demonstration projects supporting youth and families

Applicants may submit proposals for more than one service classification, but each proposal must be submitted as a separate application.

B. SERVICE CLASSIFICATION 1: OUT-OF-SCHOOL TIME PROGRAMMING

The Department is seeking proposals from community-based public, private, or not-for-profit agencies to provide out-of-school time programming to at-risk youth. Specifically, the intent of this funding is to serve high-risk communities. Applicants must demonstrate the ability and intent to target services to at-risk youth residing in high-risk communities, as identified through community needs assessments. Resources will be allocated to applicants that have very clearly demonstrated that the funds will be most effectively and efficiently used and will have the greatest impact on at-risk youth living within the community.

Goals to be Achieved

The goal of the out-of-school time programming provided through these funds is to expand the range of choices and opportunities that enable, empower and encourage youth to achieve positive growth and development, improve expectations and capacities for future success, and avoid and/or reduce risk-taking behavior. Specifically, this means providing youth with safe environments and caring adults, and guiding them toward marketable skills.

The program provides the following prevention-focused **core services**; additional services appropriate to the youth and/or his community may also be provided:

- Improving academic performance
- Life skills education
- Parental involvement
- Recreation, sports, and cultural and artistic activities
- Positive adult mentors
- Service Learning

Services to be Performed (Description of Program) - Following is information about important aspects of this out-of-school time programming:

1. CORE SERVICES - Programs should include activities in some or all of six core service areas. The proposed model must demonstrate a clear methodology to achieve the outcomes associated with the targeted core service areas. The proposed model must also demonstrate the capacity to collect the data necessary to monitor and report on the selected outcomes. The core services, the outcomes they are designed to achieve, and the developmental assets that are associated with them are as follows:

- a) **Improving Academic Performance** -- This includes time to do homework, tutoring in

basic skills, and enrichment programs that encourage creativity.

Outcomes

- *Participant will maintain or improve school attendance.*
- *Participant will maintain or improve grades or progress reporting in school.*
- *Participants will develop or improve career aspirations and choices.*

Developmental assets

- *Participants are actively engaged in learning.*
- *Participants are motivated and strive to do well in school*
- *Participants are optimistic about a personal future and career*

b) Life Skills Education -- This encompasses training and education that promotes the development of healthy lifestyles, and encourages abstinence from risk-taking behaviors in the areas of alcohol and/or substance use, criminal activity, violence and sexual activity.

Outcomes

- *Participants will increase knowledge of harmful effects of substance use and abuse.*
- *Participants will increase knowledge of harmful effects of early sexual activity and pregnancy.*
- *Participants will increase anger management and conflict resolution skills.*
- *Participants will increase decision making and problem solving skills.*
- *Participants will increase healthy nutritional choices*

Developmental assets

- *Participants believe it is important not to use alcohol and other drugs.*
- *Participants believe it is important not to be sexually active.*
- *Participants seek to resolve conflict nonviolently.*
- *Participants know how to plan ahead and make choices*

c) Parental Involvement - Programs must provide opportunities for parents and/or guardians to meet with staff to discuss their children's activities, and to participate in events that strengthen parent/child bonds and community involvement.

Outcomes

- *Increase in parental monitoring of academic performance.*
- *Increase in understanding of child and adolescent developmental stages and appropriate expectations.*
- *Increase in positive and effective communication with children and teens regarding alcohol, tobacco and other drug use, sexual activity, abstinence and other life skills.*
- *Increase structured activities that promote positive family interaction*

Developmental assets

- *Parents are actively involved in helping the child succeed in school.*

- *Parents understand child and adolescent developmental stages and have appropriate expectations.*
- *Families have clear and consistent rules and consequences.*
- *Parents and children communicate positively regarding alcohol, tobacco and other drug use, sexual activity, abstinence and other life skills.*
- *Parents foster resilience.*
- *Parents plan and spend time in structured activities that promote positive family interaction*

d) Recreation, Sports, and Cultural/Artistic Activities - This includes providing activities and arranging safe outlets for youth to try new skills and develop new interests, to build friendships, find their place in a group, and gain developmentally relevant experiences.

Outcomes

- *Provide opportunities for participants to engage in cultural enrichment and fine art activities.*
- *Provide opportunities for participants to demonstrate sportsmanship and athletic skills.*
- *Provide opportunities for participants to increase their level of activity.*

Developmental assets

- *Participants demonstrate sportsmanship.*
- *Participants believe it is important to follow rules*
- *Participants respect the ability and contribution of others*
- *Participants engage in activities that foster creativity and spirituality.*
- *Participants demonstrate positive relationships with peers.*

e) Positive Adult Mentors - Programs must allow opportunities for youth to develop and maintain positive, sustained relationships with caring adults through mentoring and other programs that emphasize one-on-one interactions.

Outcomes

- *Increase support to youth during times of personal or social stress.*
- *Increase support for decision making.*
- *Increase access to support with academic tasks and/or homework.*
- *Increase opportunities for career awareness and mentoring.*

Developmental assets

- *Participants have a connection with a caring adult.*
- *Participants believe they can be successful.*
- *Participants believe they can make good decisions.*
- *Participants believe they have a future.*

f) Service Learning Activities – Service-learning is a method of teaching and learning that connects classroom lessons with meaningful service to the community. Students build academic skills while strengthening communities through service. Service learning combines service tasks with structured, youth-driven opportunities that link the task to self-reflection, self-discovery, and the acquisition and comprehension of values, skills and knowledge content with service tasks.

Outcomes

- *Youth determine and meet real, defined community needs.*
- *Youth learn beyond the classroom through active participation in service experiences.*
- *Youth develop and use skills and knowledge in real-life situations.*
- *Youth increase the amount of time spent to reflect by thinking, discussing and/or writing about service experiences.*
- *Youth experience a sense of belonging to a community and an awareness of their responsibility to that community.*

Developmental assets

- *Youth experience opportunities for experiential learning.*
- *Youth are empowered to assume leadership roles.*
- *Youth are involved in the decision making process.*
- *Youth place a high value in helping others.*
- *Youth develop empathy for others.*
- *Youth believes that his/her life has a purpose*
- *Youth engage in productive activities that build job and life skills and reinforce community-mindedness.*

2. TARGET POPULATION – This out-of-school time programming is to be provided to at-risk children and youth ages 6-17. The individual and/or family risk factors of youth targeted by this programming include, but are not limited to, the following:

- Youth living in a single-parent household
- Youth residing in a household receiving TANF funds
- Youth experiencing academic difficulties
- Youth has witnessed or been a victim of family violence
- Youth with siblings who dropped out of school
- Youth with siblings who are teen parents
- Youth with siblings who are involved in the juvenile justice system
- Youth with one or both parents who are incarcerated
- Youth in the DCFS system

Programs will not be allowed to charge a fee for participation.

3. DAYS AND HOURS OF OPERATION - Programs should provide, on average, three hours of programming each day open. Programs must operate during out-of-school hours, based on the needs of the community. Programs are encouraged to operate the program during the critically

important late afternoon/ early evening hours, from 3:00 p.m. to 6:00 p.m. Programs may operate later in the evening if a need is determined based on the community assessment. Programs may operate before school and/or after school. Agencies are encouraged to offer programming on Saturdays and Sundays, and during school breaks.

4. ENROLLMENT AND ATTENDANCE - Required program data will be collected and maintained on all youth enrolled in the program in accordance with Department guidelines.

5. ASSESSMENT OF COMMUNITY NEED – This out-of-school time programming should be designed to meet the specific needs of the community in which it is located. Applicants should consider recent community needs assessments, to be included as part of their proposal as appropriate. This may include local youth, family, school and community surveys and focus groups in addition to available data and other applicable documents. These will be reviewed to help determine the level of need in the community and to provide a foundation for developing carefully planned and thoughtful service provision. There should also be a direct correlation of needs with the activities planned and described in the program description.

6. COMMUNITY-CENTERED PROGRAMMING – Programming should be comprehensive and holistic in its approach, offering a range of services designed to have a positive impact on youth participants’ social, creative, physical and cognitive development. Programs should be designed around the core services described above. Agencies are encouraged to utilize established, evidence-based programming models that have a high potential to be effective with at-risk youth in at-risk community settings. Best practice or promising practice programming models should be utilized, if these models meet community needs and can be implemented. Best practice models are those known to be research-based and proven to be effective at preventing and/or delaying risk-taking behaviors. Promising practices are those for which some data has shown positive effects on delaying risk-taking behaviors, but the data are insufficient to support generalized outcomes.

In addition to considering community need in the selection of program model, agencies also should demonstrate their experience in implementing the type of programming they have chosen and discuss their capacity to do so.

The Department recognizes that communities have a unique perspective on what works and what is needed in their own community. Therefore, applicants may adapt best or promising practice models as necessary to meet the unique needs of the community.

7. TRAINING AND TECHNICAL ASSISTANCE – 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 by Department staff.

8. PROGRAM EVALUATION - Awardees may be required to participate in the formal evaluation of the program developed by the Department and must cooperate in the collection of

data for this purpose. Other data will be collected from programs including the following data elements:

- unduplicated number of program participants
- demographic characteristics of program participants
- individual and family risk factor data
- enrollment data
- participant attendance data
- hours of programming and operation
- program service activities

Please note that some records and other information obtained by programs concerning the individuals served under this agreement may be confidential pursuant to state and federal statutes and/or administrative rules, and shall be protected from unauthorized disclosure.

9. SNACKS AND MEALS - Programs must offer nutritious snacks to the participants. All food must be served in accordance with relevant local and state health standards for food preparation and handling and meet the standards of the National Afterschool Association. While program funds may be used to purchase food, programs are encouraged to apply for assistance through the food programs sponsored through the U.S. Department of Agriculture (USDA), found at <http://www.usda.gov>; the Illinois State Board of Education (ISBE), found at <http://www.isbe.state.il.us>; or through America's Second Harvest, found at <http://www.secondharvest.org>.

10. TRANSPORTATION - Program funds may be used to cover reasonable transportation costs for program participants, with the exception of transportation across state lines. In addition, transportation across state lines will require prior approval from the Department. If transportation is provided, the agency will be required to develop a written transportation plan directly related to project activities and to maintain the plan on file at the agency. This plan should have the approval of the agency's governing body and be available for review by the Department upon request.

11. COLLABORATION – The importance of community collaboration cannot be overemphasized. Working together, youth, families and community entities can design programs that are best suited to meet the needs of local youth and to connect out-of-school time programs with community resources. Community-based agencies, government, faith-based organizations, civic organizations, businesses, foundations, youth and their families, working together, can provide a wide range of resources to support high-quality out-of-school time programs. The issues and concerns of the entire community can best be addressed by drawing upon diverse resources. The key to successful programming is collaborative planning and implementation. Successful applicants will have developed community partnerships that include strong collaboration with the schools whose students will be attending program activities.

In particular, providers are encouraged to collaborate with schools in planning program services,

in an effort to address state standards for academic achievement.

Additionally, youth and families can play a key role in the development of out-of-school time programming. Programs that include families and youth in the planning draw greater support in the long run and tend to be more culturally relevant. Parents should be involved in all phases of program development and implementation.

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

a) Executive Summary (1 page maximum) – Not scored

- Proposed service area
- Number and location of program sites
- Number of youth to be served
- Core services to be provided

b) Organization Qualifications / Organizational Capacity (35 points)

- ***Agency Experience***
 - Provide information regarding recent state grants awarded within the last five years. Include the year, grant amount, and number of youth served.
 - Identify the geographic area(s) served. Describe how the organization is rooted in the community it proposes to serve.
- ***Program Experience***
 - Provide history of operating out-of-school time programs
 - Highlight the benefits/outcomes of the projects your organization has administered, and fiscal capacity.
 - For out-of-school time programs you have administered, how have you measured success? And by those measurements, how successful have the programs been? Provide specific data.
- ***Program Staffing***
 - Identify the main person responsible for this project and explain his or her experience and provide contact information (attach resume), including telephone and email address. The following information should be included for all staff involved:
 - Job descriptions for all employee positions that will be funded with this grant, including the program director, and an indication of the percent of time those employees will spend in this program.

- Organizational chart of the Applicant showing where the program and its staff will be placed.

c) Program Plan (30 points)

- **Program Methodology**
 - Explain how you will provide the core services identified
 - Explain your outreach activities and how you identify the youth to be served
 - Outline how will you retain youth who may have multiple barriers to services
 - Explain how you will achieve outcomes identified in core services
 - Provide the number sites and their locations
 - Provide the number of youth to be served at each site
 - Explain the services to be provided at each site
- **Program Timeline** - Describe program implementation timeline. Include when the initial activities will begin, a description/planned dates for: key meetings with partners; selection of program delivery site(s); personnel transactions; component curricula selection; staff trainings.
- **Program Administration** - It is anticipated that this program will begin November 1, 2014. Priority will be given to those projects that can begin upon grant execution. Provide a detailed narrative of the project implementation plan including key activities, outcomes and corresponding timeframes.
- **Program Implementation and Monitoring** - Describe the strategies you will implement to assure that your program will stay on schedule and meet the program objectives. Describe your plan for data collection, monitoring and reporting on services to be provided and outcomes to be achieved.
- **Provider Selection (complete this part only if applicable)** - If services will be provided by a sub-contracted provider, indicate how the provider(s) will be selected and the selection process timeframe. Provide a list of all the youth providers with whom you will potentially work.

d) Target Population / Community Needs (25 points)

- Identify the community(ies) to be served and describe the need for services to be provided.
- Identify the age group(s) to be served.
- Identify the risk factors of the youth you intend to serve.

- Identify the needs specific to the community(ies) you intend to address through this program.

e) Fiscal Capabilities (10 points)

- Describe your organization’s accounting procedures and system of oversight.
- Complete the Budget Forms found in the Attachments according to the Allowable Costs of this RFA.
- Provide a Budget Narrative describing how appropriate resources and personnel have been allocated for the tasks and activities described.

B. SERVICE CLASSIFICATION 2: YOUTH EMPLOYMENT

For youth employment (Service Classification 2), the program should provide eligible youth with age-appropriate job training, life skills, counseling, work-readiness skills and supervised meaningful work experience. This program presents an opportunity to connect youth to the skills that are needed to enter and advance in the workforce. The applicant should determine the targeted population (in-school youth ages 16-21, or out of school youth ages 16-24) that will be served through this grant and design the program in accordance with the information outlined below.

- **Work Experience Projects for In-School Youth (ages 16-21)**
Projects targeting in-school youth will provide seasonal work-experience projects that typically last 6-12 weeks. Eligible youth will be placed in age-appropriate, ability-appropriate, and experience-appropriate work sites with identified employers. Under supervision the youth will engage in meaningful work experience linked to one of the sixteen career clusters.
- **Work Experience Projects for Out-of School Youth (ages 16-24)**
Projects targeting out-of-school youth will provide full-time work-experience projects that typically last for 3-6 months. Eligible youth will be placed in age-appropriate, ability-appropriate, and experience-appropriate work sites with identified employers. Under supervision, the youth will engage in meaningful work experience linked to one of the sixteen career clusters. At the successful conclusion of the work experience, Grantees will be encouraged to provide permanent on-the job training opportunities that are funded through private funders.

1. CORE SERVICES

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

- a) **Case Management** - Case management services include job assessment, career readiness, job placement, supportive services and necessary follow-up and referral upon completion of the program.
- b) **Supportive Services** - Supportive services may include transportation assistance, day care expenses, work clothes, tools and supplies, or other items that are required for youth to participate in the program. Applicants must submit documentation on how the youth will be assessed for supportive services and the internal controls that will ensure the accountability and appropriate expenditure of grant funds.
- c) **Work Readiness Training** - All projects must provide training on work readiness skills needed for employment. Training activities may include, but are not limited to, the following::
- Exploring Careers and Training
 - Financial Literacy, including opening a bank account
 - Workplace Skills
 - Job Search Skills
 - Resume Writing
 - Applying for a Job
 - Interviewing Skills
 - Personal responsibility/safety, violence awareness, and prevention
- d) **Career Education / Illinois Pathways** - Career education includes training that expands the student's understanding and awareness of career clusters and pathways. Competitive projects will be tied to the courses, work-based learning activities, and credentials/assessments outlined in the Illinois pathways initiative¹. The objective of these strategies is to provide youth with a structured pathway related to their academic or career interests, as well as resources to fully engage students in their learning and enable them to successfully transition into postsecondary education programs and the workforce.
- e) **Targeted Industries and Careers** - All educational enrichment and work experience projects must be aligned with the career clusters or groups of occupations and industries that have in common a set of foundational knowledge and skills.² There are 16 nationally recognized clusters including:
- Agriculture, Food & Natural Resources;
 - Architecture & Construction;
 - Arts;
 - Audio/Video Technology & Communications;
 - Business Management & Administration;
 - Education & Training;

- Finance;
- Government & Public Administration;
- Health Science;
- Hospitality & Tourism;
- Human Services;
- Information Technology;
- Law, Public Safety, Corrections & Security;
- Manufacturing; Marketing;
- Science, Technology, Engineering & Mathematics; and
- Transportation, Distribution & Logistics.

f) **General Worksite Guidelines** - The employment of youth participants in a youth program must not occur at worksites where:

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

g) **Worksite Agreements** - All youth employment opportunities must have a signed worksite agreement. Each worksite agreement must contain, at a minimum, the following items for each worksite included in the agreement:

- Worksite contact and mailing information;
- Detailed information on the worksite such as location, working days and hours, activities, job titles, job descriptions and number of positions available under each;
- Worksite supervisor information;
- A detailed set of mutual terms, conditions, promises, and payments that the grantee and contractor have agreed upon; and
- A listing of participants for each worksite along with their projected start and end date.

Grantees must ensure that worksites for youth adhere to current workplace safety guidelines, applicable federal/state wage, labor, and workers compensation laws.

h) Supervisor Background Checks - All supervisors of youth worksites funded under this program must pass a background check conducted prior to being allowed to supervise any youth. Individuals who are not participants but hired as a supervisor must have the background check conducted as a condition of employment into a supervisory role. Background checks are an allowable expense as a condition of employment as a supervisor. Participants who are hired into a supervisory position must have a background check conducted prior to being allowed to perform any supervisory activities. Background checks are allowable expenditures so long as the individual receiving the background check is registered as a participant prior to receiving the background check.

2. MANDATORY REQUIREMENTS OF APPLICANTS - Proposals are to be completed in the format indicated by DHS. DHS is seeking projects that have outreach systems to identify eligible youth including the ability to target underserved populations and have strong established employer relationships and methods to recruit employers.

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

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

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

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

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

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

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

a) Executive Summary (1 page maximum) – Not scored

- Proposed service area
- Number and location of program sites
- Number of youth to be served
- Core services to be provided

b) Organization Qualifications / Organizational Capacity (30 points)

- *Agency Experience*

- Provide information regarding recent state grants awarded within the last five years. Include the year, grant amount, and number of youth served.
- Identify the geographic area(s) served. Describe how Organization is rooted in the community it proposes to serve.
- ***Program Experience***
 - Provide history operating youth and job training programs
 - Identify the number of years providing summer youth employment.
 - Highlight the benefits/outcomes of the project, and fiscal capacity.
 - Provide information regarding your organization's capacity and experience in managing a participant payroll system – especially for summer youth employment programs (if applicable).
 - For youth programs you have administered, how do you measure success? And by those measurements, how successful have the youth programs been? Provide specific data.
- ***Program Staffing***
 - Identify the main person responsible for this project and explain his or her experience and provide contact information (attach resume), including telephone and email address. The following information should be included for all staff involved with students:
 - Job descriptions for all employee positions that will be funded with this grant, including the program director, and an indication of the percent of time those employees will spend in this program.
 - Organizational chart of the Applicant showing where the program and its staff will be placed.

c) Program Plan (25 points)

- ***Program Methodology***
 - Explain your outreach activities and how you identify the youth to be served—especially for at-risk populations (i.e., ex-offenders, at-risk youth, disabled youth, out-of-school youth, etc.)
 - Explain your eligibility determination process to include how you will obtain documentation that will be included in each of the youth's files (i.e., family income determination, food stamp/SNAP letter, etc.)
 - How will you retain youth who may have multiple barriers to employment in your programs?
 - Explain if/how your 2014 program is supported by other grants and funding sources and provide information to verify that you have the capacity to serve additional youth (if applicable).

- **Program Timeline** - Describe program implementation timeline. Include when the initial activities will begin, a description/planned dates for: key meetings with partners; selection of program delivery site(s); personnel transactions; component curricula selection; staff trainings.
- **Program Administration** - It is anticipated that this program will begin November 1, 2014. Priority will be given to those projects that can begin upon grant execution. Provide a detailed narrative of the project implementation plan including key activities, outcomes and corresponding timeframes. The applicant must demonstrate that they have the administrative capacity to be the employer of record for this project.
- **Program Implementation and Monitoring** - Describe the strategies you will implement to assure that your program will stay on schedule and meet the program objectives. What is your strategy for monitoring sub-contracted providers and assuring they are meeting program timelines and requirements (if applicable)? Include also your strategy for monitoring worksites (site visits, phone contact, reports, etc. and include frequency)
- **Provider Selection (complete this part only if applicable)**
- If services will be provided by a sub-contracted provider, how will the provider(s) be selected and what is your timeframe for the selection process?
- Provide a list of all the youth providers with whom you will potentially work.

d) Target Population and Youth Recruiting (25 points)

- **Youth Served** - Provide detail of the proposed summer youth employment and training program design. Identify the geographic area to be served and how the youth are most at-risk. What targeted population(s) (in-school youth 16-21, or out of school youth 16-24) will be served through this grant? Copy and Complete the Chart Below:

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

School Youth (16-24)				
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- **Employer Recruitment and Placement**

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

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

e) Fiscal Capabilities (20 points)

- Describe your organization’s accounting procedures and system of oversight.
- Complete the Budget Forms found in the Attachments according to the Allowable Costs of this RFA.
- Provide a Budget Narrative describing how appropriate resources and personnel have been allocated for the tasks and activities described.

C. SERVICE CLASSIFICATION 3: EVIDENCE-BASED DEMONSTRATION PROJECTS SUPPORTING YOUTH AND FAMILIES

The Department is seeking proposals from community-based public, private, or not-for-profit agencies to provide evidence-based demonstration projects supporting youth and families. Providers must demonstrate a need for services that do not fall within the parameters given for Service Classification 1 (out-of-school time programming) or Service Classification 2 (youth employment) of this RFA and indicate the research used to inform the programming to be provided.

1. CORE SERVICES – The application should detail the core services to be provided, the outcomes they are designed to achieve, and the research base used for the program design.

2. TARGET POPULATION – Applicants should identify the population that will receive services.

3. COMMUNITY NEEDS ASSESSMENT – The narrative should demonstrate the needs specific to the community(ies) to be served, as well as explain why these needs cannot be met through Service Classification 1 (out-of-school time programming) or Service Classification 2 (youth employment) of this RFA.

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

a) Executive Summary (1 page maximum) – Not scored

- Proposed service area
- Number and location of program sites
- Number of youth to be served
- Core services to be provided

b) Organization Qualifications / Organizational Capacity (30 points)

- ***Agency Experience***
 - Provide information regarding recent state grants awarded within the last three years. Include the year, grant amount, and number of youth served.
 - Identify the geographic area(s) served. Describe how the organization is rooted in the community it proposes to serve.
- ***Program Experience***
 - Provide history of operating programs
 - Highlight the benefits/outcomes of the project, and fiscal capacity.
 - For programs you have administered, indicate how you measure success and by those measurements, explain how successful the programs have been. Provide specific data.
- ***Program Staffing***
 - Identify the main person responsible for this project and explain his or her experience and provide contact information (attach resume), including telephone and email address. The following information should be included for all staff involved:
 - Job descriptions for all employee positions that will be funded with this grant, including the program director, and an indication of the percent of time those employees will spend in this program.

- Organizational chart of the Applicant showing where the program and its staff will be placed.

c) Program Plan (35 points)

- **Program Methodology**
 - Explain how you will provide services
 - Explain your outreach activities and how you identify who is to be served
 - Provide the number sites and their locations
 - Provide the number of youth to be served at each site
 - Explain the services to be provided at each site
- **Program Timeline** - Describe program implementation timeline. Include when the initial activities will begin, a description/planned dates for: key meetings with partners; selection of program delivery site(s); personnel transactions; component curricula selection; staff trainings.
- **Program Administration** - It is anticipated that this program will begin November 1, 2014. Priority will be given to those projects that can begin upon grant execution. Provide a detailed narrative of the project implementation plan including key activities, outcomes and corresponding timeframes.
- **Program Implementation and Monitoring** - Describe the strategies you will implement to assure that your program will stay on schedule and meet the program objectives.
- **Provider Selection (complete this part only if applicable)** - If services will be provided by a sub-contracted provider, indicate how the provider(s) will be selected and the selection process timeframe. Provide a list of all the youth providers with whom you will potentially work.

d) Target Population / Community Needs (25 points)

- Identify the risk factors of the population you intend to serve.
- Identify the community(ies) you will serve and the specific needs you intend to address through this program.

e) Fiscal Capabilities (10 points)

- Describe your organization's accounting procedures and system of oversight.
- Complete the Budget Forms found in the Attachments according to the

Allowable Costs of this RFA.

- Provide a Budget Narrative describing how appropriate resources and personnel have been allocated for the tasks and activities described.

Appendices

- Appendix 1: Spending Plan Instructions and Allowable Costs**
- Appendix 2: Application and Plan for Human Services Program**
- Appendix 3: Example of DHS Community Service Agreement (CSA) and Exhibits**
Note: The attached CSA may not be the exact version used for the contract.

Appendices are also posted separately as Word or Excel documents.

Please use these versions to complete the Attachments.

APPENDIX 1

SPENDING PLAN INSTRUCTIONS & ALLOWABLE COSTS

**PLEASE USE THE ATTACHED EXCEL
SPREADSHEET TO COMPLETE
THE SPENDING PLAN**

**Illinois Department of Human Services
Division of Family and Community Services**

Instructions to FY15 Spending Plan

Provide a detailed spending plan that demonstrates your agency's ability to implement the program according to the application submitted and the requirements in the RFA. **Provide narrative justification for each line item.** This may be done within the form immediately following each section OR this may be done in a separate document utilizing a narrative format. **Spending Plans must also be included for each sub-contractor.** Please consider the Allowable Costs for Reimbursement. Please complete all three tabs (Cover, Spending Plan, and Fringe Worksheet) of the Spending Plan. Tab 'Cover' will reflect match and other sources of funding, if applicable.

Special Conditions - Administrative Costs:

Unless otherwise stated in the program specific exhibits of the CSA, Indirect costs are not allowed. (These are costs that are not directly attributable to and necessary for the implementation of a specified program.) Funding allocated is intended to provide direct services to youth. It is expected that Direct Administrative costs will represent a small portion of the overall program budget and these Direct Administrative costs are capped at 20% of budget expenditures. "Direct Administrative" means those activities performed by staff and costs which are supportive of and required for project implementation for which there is no direct client contact such as fiscal staff, audit, clerical support, rent, utilities, insurance, general office equipment etc. Annual program budgets and narratives will detail how all proposed expenditures are directly necessary for program implementation. Any budget deemed to include inappropriate or excessive administrative costs will not be approved.

COVER PAGE INSTRUCTIONS

In the top section, insert the state fiscal year (or contract period) for which this budget covers, the grant program name and agency name. The DHS grant amount and the match amount will be automatically pulled from your budget in the second tab. You will need to specifically identify the match source(s) and amounts in the designated area. These will automatically sub-total. It is critical that this sub-total matches the match amount from the actual budget. The budget will not be approved if these do not match. At the bottom of the cover page please provide a name and contact information for us to contact in case there are questions regarding this spending plan.

GENERAL INSTRUCTIONS

If space on these forms is insufficient, use additional pages. Fractions of dollars should be omitted. If no costs are anticipated in a section of the spending plan itemization, write "not applicable" in that section.

Make sure that each spending plan category is totaled correctly and that the total line for each spending plan category reflects both a state and a matching total (if applicable). This is necessary as the form is 'unlocked' and formulas may have accidentally been altered.

DETAIL OF ITEMIZED BUDGET

Administrative Costs: Must be detailed and justified within this budget and specified under each line item as appropriate. This is not a separate section but rather something that is to be indicated in each budget line item. For example, if the program manager spends a portion of time on direct program items and a portion on direct administrative costs the program manager will be listed twice on the budget with appropriate percentages etc. indicated for each. For some programs and services that do not have a clear distinction between what is direct program and what is direct administrative, please indicate as you believe appropriate and justify your reasoning in the narrative. EVERY administrative line MUST be justified as necessary and directly associated with the implementation of the program.

Personnel Services:

Job Title - Identify the personnel to be used in this project by job title (e.g. officer, assistant state's attorney, secretary, probation officer, etc.). Include job descriptions and current resumes for **all** staff positions included in the spending plan.

Salary Rate and Time - Enter the salary of each individual listed, the amount of time he or she will spend working on project business, and the number of months he or she will be assigned to the project.

Fringe benefits -- Detail each fringe benefit to be charged to the agreement, including both the dollar amount and the rate used to calculate this amount (for example, FICA @ 7.65% of salary). Fringe benefits are allowable as long as they are comparable to those granted to other employees of the organization, and allowable under state and federal guidelines.

Equipment: If equipment is to be purchased, its proposed use and relationship to the project should be described. All equipment purchased must be necessary to the program and used by personnel in the project spending plan. Please note: Any equipment purchased to be used by the agency, as a whole, must be pro-rated based on usage by project staff.

For example: if a copier is purchased for \$10,000 and will be used by 5 advocates in the office, but only 1 advocate is funded by the program then only 20% of the cost of the copier can be charged to the grant fund, $\$10,000/5 = \$2,000$.

Enter any equipment that is to be purchased and which has a unit cost of more than \$100. Detail each item of equipment, including the number of units and the estimated cost per unit. The cost for each item should include taxes, delivery, installation and all related costs. Lease or rental equipment belongs under the contractual category. Equipment items of less than \$100 should be listed under Commodities.

Commodities: This section applies to consumable supplies and any equipment items with initial prices of less than \$100. Itemize all commodities to be used for the project; avoid the designation "miscellaneous." Enter the basis for computation of consumable item costs and explain any types or quantities of consumable items. Explain how estimate of cost was determined, such as last year's use or amounts used for similar projects.

For example: office supplies, such as paper, pens staples and envelopes, at \$50 per month. These cost estimates are based on actual costs of last year's commodities.

Travel: This section applies to *project personnel only*. These expenses include mileage, per diem, lodging and transportation expenses for employees who are on official business related to the goals and objectives of the project. Reimbursement may not exceed the rates and conditions established for state employees by the Governor's Travel Control Board but must also be consistent with your agency's policies. Describe, in detail, travel costs related to each staff function. Include computation of mileage and explain how the estimate was determined.

For example: 2500 miles per month x 12 months x \$0.56/mile. Estimate was based on average monthly travel from last year.

Contractual: List the costs directly attributable to 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; facility costs; utilities; telephone, and equipment rentals. See also the Allowable Costs for Reimbursement. Payments to subcontractors or subgrantees are to be listed here. All subcontractors or subgrants require an attached detailed line-item spending plan supporting the contractual amount. The Department must approve, in writing, all subcontracts or subgrants. Separate lines are included for Occupancy and for Depreciation. If these lines are used, the justification must explain that rent/lease payments are not being claimed for a building that is owned and depreciation is not being claimed on a building that is rented/leased AND that depreciation is not being claimed on items that were purchased utilizing state funds. Explain in detail all expenses, why they are necessary for the program and how costs were calculated.

For example: cell-phone to be used by grant funded position to contact clients while traveling. Cost, \$45 per month x 12 months, \$540. Calculations were estimated using costs for other like positions.

Subcontractors

- 1) Subcontractor Agreement(s) and budgets must be pre-approved by the Department.
- 2) Subcontractor Agreement(s) and budgets must be on file with the Department.
- 3) Any subcontractor shall be subject to all provisions of this Agreement.
- 4) The Provider shall retain **sole** responsibility for the performance of the subcontractor.

Other Costs: Describe any other costs necessary for the program that are not specific to previous categories and explain why such items are necessary to the program. Please provide sufficient detail and calculations.

ALLOWABLE COSTS FOR REIMBURSEMENT

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

- 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.
- Be authorized or not prohibited under federal, state or local laws or regulations.
- Conform to any limitations or exclusions set forth in the applicable rules, program description or grant agreement.
- Be accorded consistent treatment through application of generally accepted accounting principles appropriate to the circumstances.
- 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.
- Be net of all applicable credits.
- Be specifically identified with the provision of a direct service or program activity.
- 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 unless otherwise specified in the program – specific exhibits of the CSA. 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 sub-contractors or sub-grantees require prior program approval and are to be shown in the Contractual Services section - all subcontracts or

sub-grants require an attached detailed line-item Spending Plan supporting this contractual amount.

- 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:

- 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 Commodities):

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

Equipment (requires prior written program approval when items are over \$1,000):

- Equipment is defined as 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/Answering service
- Repair, parts and maintenance of telephones and other communication equipment

Unallowable costs include, but are not limited to:

Refer to the program-specific exhibits of the CSA as some programs have additional unallowable costs that are program specific.

- 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

APPENDIX 2

APPLICATION & PLAN FOR HUMAN SERVICES PROGRAM

COVER SHEET & INSTRUCTIONS

APPENDIX 2

APPLICANT COVER SHEET INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

APPLICANT COVER SHEET

1	APPLICANT ORGANIZATION		
	LEGAL NAME OF APPLICANT ORGANIZATION *Attach IRS Form 575K or Form W-9, when applicable		
	ADDRESS		
	TELEPHONE		
	EMAIL ADDRESS		
	FEIN/TIN NUMBER		
2	DATE OF SUBMISSION	MONTH / DAY / YEAR	
3	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.		
4	AUTHORIZED OFFICIAL		
	Typed Name		
	Title		
	Signature		Date
5	PROJECT PERIOD		
	From		
6	TYPE OF ORGANIZATION		
	<input type="checkbox"/> Governmental Entity <input type="checkbox"/> *Not-For-Profit Corporation <input type="checkbox"/> Corporation <input type="checkbox"/> Medical/Health Care Provider Corporation <input type="checkbox"/> *Tax Exempt Organization (IRC 501(a) only) * Must provide documentation of current status		
7	LEGISLATIVE DISTRICT NUMBERS		
	CONGRESSIONAL		
	LEGISLATIVE (State Senate District)		
	LEGISLATIVE (State Representative District)		
8	FOR DEPARTMENT USE ONLY:		
	Contract Number:		
	Document Number:		

APPENDIX 3

Example of DHS Community Service Agreement & Exhibits

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

FOR FISCAL YEAR 2015

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

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, 2014, and shall expire on June 30, 2015, 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 #: _____

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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, 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.

“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.

“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.

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 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.

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).

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.

(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.

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.

(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 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 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

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);

(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.

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.

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, 2015. 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, 2015.

(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.

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, 2015.

(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 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, 2015.

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
- (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 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.

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 shall constitute a material breach of this Agreement.

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 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 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>

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.

Agreement No. _____
EXHIBIT A
SCOPE OF SERVICES

Agreement No. _____
EXHIBIT B
DELIVERABLES

Agreement No. _____

EXHIBIT C

PAYMENT

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

Enter specific terms of payment here:

Estimated Annual Contract Amount: \$

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

Agreement No. _____

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

DHS CONTACT PROVIDER CONTACT

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

Phone: _____ Phone: _____

TTY#: _____ TTY #: _____

Fax#: _____ Fax #: _____

E-mail Address: _____ E-mail Address: _____

Agreement No. _____
EXHIBIT E
PERFORMANCE MEASURES

Agreement No. _____
EXHIBIT F
PERFORMANCE STANDARDS

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).

Agreement No. _____

EXHIBIT H

LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

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

SECTION I

INTRODUCTION

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

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

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

SECTION II

KEY CONCEPTS

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

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

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

2.4. Language Access. Assuring language access means providing language assistance services, including bilingual personnel and interpreter services, at no cost to each LEP customer, at key points of contact, in a timely manner. Interpretation and translation services must comply with all relevant federal, state and local mandates governing language access. Consumers must engage in evaluation of language access and other 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, 2015.

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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