

ATTACHMENT II

SUBCONTRACTOR AGREEMENT

2-1-1 Illinois NFP to 2-1-1 DuPage

This Subcontractor Agreement (“**Agreement**”), between 2-1-1 Illinois NFP (“**211 Illinois**”), an Illinois not-for-profit corporation with offices located at 330 South Greenleaf Street, Gurnee, IL 60031, and 2-1-1 DuPage (from now on referred to as "**Subcontractor**") with its principal place of business located at 421 N County Farm Road, Wheaton, IL 60187 each a “**Party**” and together the “**Parties**” is made effective as of July 1, 2025 (“**Effective Date**”).

1 RECITALS

WHEREAS, Pursuant to the State of Illinois General Assembly Public Act 096-0599, Effective 2010-01-01, (“**2-1-1 Service Act**”), 211 Illinois has been designated the Lead Entity for administration of the 2-1-1 number and oversight of 2-1-1 services in Illinois. Under the 2-1-1- Service Act, 211 Illinois coordinates, funds, and guides the 211 Illinois Statewide Network toward achieving high-quality service delivery, investing, training and educating, supporting and driving I&R and Contact Center best practices, and investing in the core services of 2-1-1 across Illinois, to facilitate service alignment, standardization, and continuity of 2-1-1 services statewide.

WHEREAS, 211 Illinois works collaboratively statewide with the United Way, Health Department, and Government partners to advocate, market, promote, and outreach to the local community around 2-1-1 services. 211 Illinois also provides technical assistance and guidance to 2-1-1 contact centers as well as local, state, and federal partners to educate them about the impact of the 211 Illinois Statewide Network on Illinois residents.

WHEREAS, Subcontractor has experience in providing marketing, outreach, and promotional services related to community information and referral programs and is qualified to assist 211 Illinois in enhancing the reach and effectiveness of its 2-1-1 services. 211 Illinois is interested in contracting with Subcontractor, and Subcontractor is willing to serve as a subcontractor under this Agreement;

WHEREAS, in furtherance of 211 Illinois’s charitable purposes to add value to the community by supporting costs related to 2-1-1 services, marketing, and promotion, the Parties desire to enter into this Agreement to set forth the terms and conditions under which Subcontractor will provide such services to 211 Illinois;

NOW, THEREFORE, in consideration of the preceding and mutual promises, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are at this moment acknowledged, the Parties hereto agree as follows:

2 SERVICES AND COMPENSATION

In exchange for Subcontractor’s provision of the services set forth in Attachment A, Sections 1 and 2 (the “**Services**”) during the Term of this Agreement, 211 Illinois agrees to pay Subcontractor the Total Compensation as set forth in Attachment A, Section 4.

3 TERM AND TERMINATION REQUIREMENTS

3.1 Term

The term of the Agreement shall begin on the Effective Date and end on June 30, 2026 (the "Expiration Date") ("Term") unless terminated at an earlier date under the provisions of Section 3.2. By written agreement, the Parties may agree to extend the Term for agreed-upon period of time.

3.2 Early Termination

3.2.1 By 211 Illinois

211 Illinois may terminate this Agreement prior to the Expiration Date by written notice to the Subcontractor if the Subcontractor:

- is in breach of any representation, warranty, covenant, or promise under this Agreement;
- or fails to perform or defaults in any manner in the performance of this Agreement in strict accordance with its terms;

where each of the foregoing is a "Breach," and Subcontractor fails to cure such Breach after receiving a "Show Cause Notice" identifying the defect and the Subcontractor does not cure the defect within thirty (30) days.

3.2.2 By Subcontractor

The Subcontractor may terminate this Agreement prior to the Expiration Date by written notice to 211 Illinois if the Subcontractor agrees to no longer use the 2-1-1 number and be part of the 211 Illinois Statewide Network.

3.3 Return of Funds Upon Termination or Expiration

Upon the Expiration Date, or any early termination of this Agreement, whichever occurs sooner, Subcontractor shall return, within thirty (30) days of such expiration or termination, any of the Total Compensation, and any income earned thereon, not yet expended or committed to be spent by Subcontractor in delivery of the Services to 211 Illinois.

4 SUBCONTRACTOR REQUIREMENTS

4.1 Independent Contractor

In performing the Services and functions provided for under this Agreement, the Parties agree that Subcontractor shall at all times be acting in the capacity of an independent contractor of 211 Illinois and nothing contained herein or arising outside of this Agreement shall be construed in any other way, including but not limited to as a partnership, joint venture, agency, master/servant, or employment relationship. Neither Subcontractor nor any of its employees, officers, or directors will be deemed to be an employee, agent, or partner of 211 Illinois or the State of Illinois for any purpose. Except as necessary for the furnishing of Subcontractor's Services hereunder, the Parties expressly agree and acknowledge that Subcontractor shall not hold itself out as being an agent of 211 Illinois or the State of Illinois. Subcontractor shall have no authority to bind 211 Illinois or the State of Illinois to any agreement or obligation, whether express, implied, or apparent.

4.2 No 211 Illinois / State Compensation or Benefits

Subcontractor agrees and acknowledges that Subcontractor shall not be entitled to any of the rights and privileges established for 211 Illinois's or the State of Illinois's employees, including but not limited to retirement benefits, medical insurance coverage, life insurance coverage, disability insurance coverage, severance pay benefits, paid vacation and sick pay, overtime pay, or any other benefit that 211 Illinois or the State of Illinois may offer to full or part-time employees. Subcontractor hereby waives all rights to participate in such plans or programs. Subcontractor further agrees that Subcontractor shall not be entitled to the payment of any amounts in lieu of participation in such plans or programs.

4.3 211 Illinois Right to Inspect

In the performance of the Services required under this agreement, Subcontractor shall have authority and responsibility to control and direct the performance and details of the work and Services required under the agreement. However, both 211 Illinois and the State of Illinois shall have a general right to reasonably inspect work in progress by providing reasonable advanced written notice to Subcontractor to determine whether in 211 Illinois and the state's opinion, the Services are being performed by Subcontractor in compliance with the Agreement.

5 REPRESENTATIONS AND WARRANTIES

5.1 Compliance

5.1.1 Applicable law

Subcontractor represents and warrants that it has and will comply with:

- all applicable federal, state, and local laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Employee Retirement Income Security Act (ERISA), the Illinois Human Rights Act, the Illinois Wage Payment and Collection Act, the Illinois Equal Pay Act, the Illinois Whistleblower Act, the Illinois WARN Act, and any other applicable employment laws;
- the Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all relevant rules, including withholding and timely deposit of employee and unemployment insurance taxes;
- Federal Funding Accountability and Transparency Act of 2006 (FFATA) for federal awards of \$30,000 or more, ensuring timely reporting as required;
- the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200, as well as the applicable Illinois administrative code provisions.

5.1.2 Registrations

Subcontractor represents and warrants that that it is registered and in good standing with the federal SAM, holds a valid DUNS Number and UEI (if applicable), is in good standing with the Illinois Secretary of State (if required), and has completed the necessary registration and prequalification through the Grantee Portal. The Subcontractor will maintain compliant with all these requirements and promptly notify the Grantor of any changes in status or certifications.

5.1.3 Lead Entity Grant Agreement

Subcontractor represents and warrants that it has and will comply with the terms of that certain Grant Agreement between the State of Illinois, Department of Human Services and 2-1-1 Illinois NFP ("Lead Entity Grant Agreement"), attached hereto as Attachment C, the requirements of which apply to this Agreement.

5.2 Licensing

Subcontractor represents and warrants that it holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Services under this Agreement.

5.3 Performance

The Subcontractor represents and warrants that it has the requisite skill, experience, and qualifications to provide the Services outlined in this agreement and that it will perform such Services in a professional and workmanlike manner in accordance with industry standards and applicable laws. The Subcontractor further agrees that all Services provided will conform to the specifications and quality levels customary in the industry for similar Services and that it will dedicate sufficient resources to fulfill its obligations under this agreement.

5.4 Tax Clearance

If applicable, the Subcontractor shall pay all current and applicable city, county, state, and federal taxes due on the performance of the contract, including those required by the Federal Insurance Contribution Act (26 USC 3101 et seq.), the Federal Unemployment Tax Act (26 USC 3301 et seq.) and the State Unemployment Insurance Act (820 ILCS 405), together with all royalties due for any proprietary items.

5.5 Conflict of Interest

The Subcontractor represents and warrants that, to its actual knowledge, it is not involved in any activity that would constitute a conflict of interest with 211 Illinois except as has been previously disclosed to 211 Illinois. Any future situations that are reasonably expected to create a conflict of interest with 211 Illinois will be promptly disclosed by the Subcontractor to 211 Illinois following Subcontractor having actual knowledge of such conflict of interest.

5.6 No Discrimination

Subcontractor represents and warrants that Subcontractor shall provide the Services to all eligible individuals without regard to age, ancestry, disability, race, color, citizenship, creed, military status, national origin, political or religious affiliation, sex, familial or marital status, sexual orientation including gender identity or expression, unfavorable discharge from the military, status as a protected veteran, or other groups protected by law.

6 INTELLECTUAL PROPERTY

6.1 Ownership of Prior Works

Each Party shall retain all rights, title, and interest in and to its intellectual property owned or developed prior to the Effective Date of this Agreement (collectively, "**Prior Works**"). Nothing in this

Agreement shall be construed to transfer, assign, or grant any rights or licenses in any Prior Works from one Party to the other unless expressly stated herein.

6.2 2-1-1 IP

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name or other proprietary property that has been developed by 211 Illinois or that will be developed under this Agreement by 211 Illinois (collectively, (“**211 Illinois Intellectual Property**”), together with any derivative works of 211 Illinois Intellectual Property will be owned by 211 Illinois and all right, title, and interest will vest exclusively in 211 Illinois. 211 Illinois shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by Subcontractor pursuant to this agreement, and all such materials shall be considered “works made for hire.” All such material shall be delivered to 211 Illinois upon expiration or termination of this Agreement.

6.3 Limited License

Notwithstanding the foregoing, 211 Illinois hereby grants to the Subcontractor a non-exclusive, non-transferable, non-assignable, royalty-free license, in the State of Illinois, for the Term to use its 211 Illinois Intellectual Property solely as necessary to provide the Services under this Agreement. This license shall automatically terminate upon the expiration or termination of this Agreement.

6.4 License of the “2-1-1” Trademark

Pursuant to a principal licensing agreement (“**Principal Agreement**”) between United Way and 211 Illinois, 211 Illinois is permitted to administer the use of the “2-1-1” word and design marks (collectively the “**2-1-1 Trademarks**”) in the State of Illinois and grant sublicenses in furtherance of 211 Illinois’s charitable purposes. Under the license granted 211 Illinois in the Principal Agreement, 211 Illinois hereby grants a limited, non-exclusive, non-transferable, revocable sublicense to Subcontractor to use the 2-1-1 Trademarks solely for the purpose of fulfilling obligations under this Agreement. The Subcontractor's use of the 2-1-1 Trademarks shall be under the direction and control of 211 Illinois and in accordance with any trademark usage guidelines provided by the United Way.

The Subcontractor shall not further sublicense, assign, or transfer any rights to use the 2-1-1 Trademarks to any third party. Subcontractor shall ensure that the Subcontractor's use of the 2-1-1 Trademarks complies with all applicable laws, 2-1-1 instructions concerning use of the 2-1-1 Trademarks and does not infringe upon or dilute the rights of the United Way. This sublicense shall automatically terminate upon the expiration or termination of this Agreement or the Principal Agreement, whichever occurs first.

7 CONFIDENTIAL AND PROPRIETARY INFORMATION

7.1 Proprietary Information

“**Proprietary Information**” means and includes any data (including client or candidate data), information, design, process, procedure, formula, improvement, including methods, strategies, donor lists, accounting, budgets, financials, and other business and operations information reasonably understood as confidential and proprietary to the disclosing Party or any combination or delivery of such materials that is commercially valuable to the respective Parties and not generally known in the industry, other than (i) any such information that is made available to the receiving Party on a non-confidential basis from a third-party who is, to the knowledge of the receiving Party, not under an obligation or duty of confidentiality with respect to such information, (ii) is or becomes generally

available to the public other than as a result of the receiving Party's acts or omissions; (iii) was in the receiving Party's possession, as established by documentary evidence, prior to disclosure hereunder; or (iv) was or is independently developed by the receiving Party without use of or reference to the Proprietary Information.

7.2 Use and Limitations on Disclosure

Each Party agrees and acknowledges that it (i) shall not use the Proprietary Information of the other Party, other than for performing its obligations under this Agreement or otherwise in connection with the provision of the Services and (ii) shall not disclose, transfer, or allow access to any Proprietary Information of the other Party to any third parties, except (i) as requested or required by applicable law or legal process or (ii) for those who (1) must obtain knowledge of such Proprietary Information in order to accomplish the requirements of this Agreement and (2) are bound by obligations of confidentiality and limitation of use substantially similar to the obligations in this Section 7.1. In no event shall a Party disclose Proprietary Information to any competitors of the other Party. Each Party also attests that its employees understand their responsibilities to uphold and protect client confidentiality and agrees that such Party and its employees will comply with the standards for protecting such information in accordance with the terms of this Agreement and all international, federal, state privacy laws, regulations, and directives applicable to the specific categories of information to which such Party has access. Except as requested or required by applicable law or legal process, neither Party shall disclose, furnish, copy, sell, reproduce, distribute, or release any Proprietary Information pursuant to this Agreement without the express written authorization of the other Party.

7.3 Public Records

Subcontractor acknowledges that this Agreement and/or other documents may constitute a public record(s) under state law. To the extent consistent with state and federal law, each Party will maintain the confidentiality of all confidential information. If either Party receives a request to view any Proprietary Information of the other Party, the Party receiving such request will immediately notify the other Party of the request and assist the other Party and if applicable the State of Illinois in resolving the matter.

7.4 Publicity

Subcontractor shall provide copies of all publicity to 211 Illinois. At its discretion, 211 Illinois may require advance notice of any or all future publicity where 211 Illinois or the 2-1-1 Statewide Network is mentioned.

8 LIABILITY AND INDEMNIFICATION

8.1 Indemnification

Each Party agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, agents, and consultants from and against all damages, liabilities, and costs (including reasonable attorney's fees, defense costs, and costs of claim processing, investigation, and litigation, whether suit is instituted or not, and if instituted, whether incurred at any trial or appellate level or post judgment) arising out of or relating to: (1) the gross negligence or intentional misconduct of such Party, its officers, directors, employees, agents, and consultants; or (2) as to Subcontractor, any Breach by Subcontractor under Section 5.1.1 of this Agreement. This indemnity shall survive the termination of this Agreement. Each Party agrees to give the other Party prompt notice of any such claim, demand, or action subject to such Party's right

to indemnify, and each Party agrees to cooperate fully and completely in the defense and settlement thereof.

8.2 Insurance

8.2.1 Worker's Compensation, General Liability

During the term of this Agreement or any extension of the Agreement, Subcontractor shall procure and maintain, at its own cost: (1) a workers' compensation/employer liability insurance policy covering the Services performed under this Agreement, and (2) a comprehensive all risk general liability insurance policy of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The policies shall name 211 Illinois and the State of Illinois, its officers and employees as additional insureds and shall include waiver of subrogation without an endorsement against 211 Illinois and the State of Illinois (all lines) and primary, non-contributory, and additional insured endorsements. At the Subcontractor's election, the Subcontractor may self-insure, or the Subcontractor may obtain insurance which meets the requirements outlined in this paragraph Subcontractor shall notify the insurer and request that the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The policies shall be procured from an insurance company with a rating of "A" or better. Subcontractor shall deliver to 211 Illinois one or more certificate(s) of insurance evidencing the foregoing coverage. Subcontractor shall maintain in effect this liability insurance until 211 Illinois certifies that the work under this agreement has been completed satisfactorily.

8.2.2 Cyber Insurance

Subcontractor shall be required to obtain and maintain Privacy and Network Security ("Cyber Insurance") with a minimum limits of \$100,000 each claim and \$500,000 in the aggregate, for any security breach, including privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security, including any act or omission that compromises either the security, confidentiality or integrity of personal information in Subcontractor's care, custody or control, or for which Subcontractor is responsible under this Agreement, or the physical, technical, administrative or organizational safeguards put in place by Subcontractor or its authorized personnel that relate to the protection of the security, confidentiality or integrity of Personal Information. Such coverage shall name 211 Illinois and the State of Illinois as an additional insured. At the Subcontractor's election, the Subcontractor may self-insure, or the Subcontractor may obtain insurance which meets the requirements outlined in this paragraph.

9 AUTHORIZED REPRESENTATIVES AND NOTICES

9.1 Authorized Representatives

Subcontractor shall provide the Services in consultation with the 211 Illinois Executive Director or other 211 Illinois authorized representatives and through Subcontractor's authorized representative as set forth in Section 9.2.2. An "Authorized Representative" means any individual designated in writing by a party to act on its behalf in connection with the performance of the Services or the administration of this Agreement.

9.2 Notices

Any notice required or permitted under this Agreement shall be in writing and sent to the addresses or email addresses provided below, or to any updated address or email designated in writing by either Party. Notices shall be sent by personal delivery, certified mail (return receipt requested,

postage prepaid), or email. Notices will be deemed received: (1) on the date of delivery if hand delivered, (2) three days after mailing if sent by certified mail, or (3) on the date of transmission if sent by email listed below, provided no bounce-back or delivery failure is received.

9.2.1 211 Illinois

211 Illinois contact information for this Agreement is as follows.

Name: Edward Perry, Executive Director

Company: 211 Illinois

Address: 330 S Greenleaf St, Gurnee, IL 60031

Phone: 727-641-9496

Email: executivedirector@211illinois.org

9.2.2 Subcontractor Contact

Subcontractor's contact information for this Agreement is as follows.

Name: Gina Strafford

Company: 2-1-1 DuPage

Address: 421 N County Farm Road, Wheaton, IL 60187

Phone: 630-407-6444

Email: gina.strafford@dupagecounty.gov

10 GENERAL PROVISIONS

10.1 Entire Agreement

This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous representations, proposals, discussions, communications, agreements, or understandings between the parties, whether written or oral. The parties are not relying on any statement or representation of the other party that is not expressly set forth in this Agreement. No provision of this Agreement may be modified, except by a written instrument signed by both parties.

10.2 No Waiver

One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by the non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach constitute a waiver thereof.

10.3 Force Majeure

In the event the Subcontractor is prevented from continuing or completing the terms of this Agreement because of an act of God or public enemy, pandemic, strike, lockout, boycott, picketing, riots, insurrection, or any governmental order, rule, or regulation, or any ordinance, notwithstanding anything herein, the Subcontractor shall notify 211 Illinois as soon as reasonably possible of its

inability to perform deliverables under the terms of this Agreement and shall, with the approval of 211 Illinois, attempt to secure alternative means for the completion of the Subcontractor purposes.

10.4 Severability

If any provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, and the remaining provisions of this Agreement shall remain in full force and effect. The parties hereby authorize an arbitration panel to reform any unenforceable provision of this Agreement to the least extent necessary to restore such provision's validity and enforceability. Such reformation shall, as much as possible, reflect the intentions of the parties in forming and entering into this Agreement.

10.5 Assignment

This Agreement is not assignable without the prior written consent and approval from 211 Illinois.

10.6 Notice of Litigation

Subcontractor shall promptly notify 211 Illinois in the event Subcontractor becomes aware of any actual litigation in which it is a party in a case related to, arising under, or otherwise involving this Agreement.

10.7 Choice of Law

This Agreement is made and shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any conflict of law principles. The parties agree that any litigation arising out of or related to this Agreement, including actions to enter or enforce an arbitration award, shall be brought exclusively in either the 18th Judicial Circuit Court of DuPage County or the Northern District of Illinois, Eastern Division. Both parties hereby consent to the exclusive jurisdiction and venue of such courts.

10.8 Federal Laws

The Parties agree that they will each comply with applicable requirements of all Federal laws, executive orders, regulations, and policies.

10.9 Construction

Unless the context otherwise requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter, the singular shall include the plural, and the plural shall include the singular. All references to sections refer to sections of this Agreement unless specific reference is made to such sections of another document or instrument. Section titles or headings are for convenience only and neither limit nor amplify the provisions of the Agreement itself. Unless the context of this Agreement clearly requires otherwise, the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation," and the words "hereof," "herein," and "hereunder" and similar terms in this Agreement shall refer to this Agreement as a whole and not to any particular section or article in which such words appear. All references to "\$" shall be deemed references to United States dollars. All references to days or months shall be deemed references to calendar days or months unless otherwise specified. References to laws, contracts, agreements, or instruments are references to such laws, contracts, agreements, and instruments as they may be amended or supplemented from time to time. References to laws include references to any succeeding law and to the implementing rules or regulations promulgated pursuant thereto or to such succeeding law. This Agreement shall be read and interpreted according to its plain meaning,

and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

10.10 Survival and Binding Effect

All representations, warranties, covenants, and agreements contained herein shall survive the execution and delivery of this Agreement, and this Agreement shall inure to the benefit of, be binding upon, and be enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. The obligations contained in Sections 6.1, 7, and 8, hereof shall survive the termination of this Agreement and shall be fully enforceable thereafter in accordance with their respective terms.

10.11 Amendments

The terms of this Agreement may be amended by written agreement of the Parties.

10.12 Counterparts

This Agreement may be executed in multiple counterparts, each of which, when executed, shall be deemed an original, and all of which shall constitute but one and the same instrument. A facsimile or PDF copy of this executed Agreement shall constitute an original and shall have the same binding effect as any original signatures.

11 LOBBYING

Pursuant to Section 8.5 of the Lead Entity Grant Agreement, 211 Illinois is required to include the following restrictive provisions in this Agreement for Subcontractor's acknowledgement and agreement, as applicable.

11.1 Improper Influence

Subcontractor certifies that it will not use and has not used funds supplied by 211 Illinois to Subcontractor under this Agreement to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Subcontractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL

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

11.3 Lobbying Costs

Subcontractor certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any indirect costs associated with this Agreement, total lobbying costs must be separately identified in the program budget, and thereafter treated as other unallowable costs.

11.4 Procurement Lobbying

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

11.5 Subawards

The foregoing restrictions must be included in the award documents for any subawards made pursuant to the Lead Entity Grant Agreement at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, 211 Illinois must forward all disclosures by contractors regarding this certification to the Illinois Department of Human Services.

11.6 Certification

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

[Signature Page Follows]

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the later date reflected below the Parties' signatures herein.

211 Illinois

2-1-1 DuPage

Signature

Signature

Printed Name

Printed Name

Title/Position

Title/Position

Email Address

Email Address

Date

Date

ATTACHMENT A

1 SPECIFIC SUBCONTRACTOR REQUIREMENTS ("SERVICES")

Utilize funding under this Agreement to support the Subcontractor's efforts to provide costs related to 2-1-1 services, marketing, or promotion. Continued distribution of funds is contingent upon completing the following deliverables.

Only a service provider approved by the lead entity may provide 2-1-1 services. The lead entity shall approve 2-1-1 service providers, after considering all of the following, and such approval shall be contingent upon 2-1-1 service providers continuing to meet minimum qualifications as determined by the lead entity:

- (1) the ability of the proposed 2-1-1 service provider to meet the prevailing national 2-1-1 standards and receive and retain accreditation;
- (2) the financial stability and health of the proposed 2-1-1 service provider;
- (3) the community support for the proposed 2-1-1 service provider;
- (4) the relationships with other information and referral services; and
- (5) any other criteria as the lead entity deems appropriate.
 - a) Continue 24/7 access to 2-1-1 information and referral services with appropriate documentation using the 2-1-1 dialing code and other multichannel communication. Notify and seek approval from 211 Illinois if after-hours services are outsourced prior to outsourcing.
 - b) Maintain a regional health and human services database updated annually.
 - c) Manage and maintain a telephony and texting system and customer relationship management (CRM) tool for consumer data collection and directory curation that meet Inform USA Standards.
 - d) Sign a Network Agreement recognizing the 211 Service Act legislation and 211 Illinois the authority to manage the 211 dialing code, provide governance and oversight of 211 services, including the ability to design, implement, support, and coordinate a statewide 2-1-1 system.
 - e) Sign a data sharing agreement that grants 211 Illinois privileges to access and report on your data in the business intelligence platform and statewide online directory.
 - f) Upload agreed-upon aggregate center performance and directory data to the 211 Illinois Business Intelligence platform to support statewide reporting and oversight monitoring.
 - g) Maintain an active resource directory API feed into the 211 Illinois Online Statewide Resource Directory.
 - h) Assign a representative to actively participate in the following 211 Illinois statewide workgroups:
 - a. Data and Reporting (Business Intelligence)
 - b. Directory Curation
 - c. Network Leadership
 - d. Quality and Training
 - i) Purchase and maintain the Inform USA Platinum Membership.

- j) Purchase the Inform USA Learn Platform and implement it into your training curriculum.
- k) Encourage 2-1-1 dedicated staff to achieve individual Inform USA Certification.
- l) Participate in a business review of your 211 services at least once per year with the 211 Illinois team.

2 PROHIBITED USE OF SUBCONTRACTOR FUNDS

The Subcontractor agrees not to use any funds or any income derived from this Agreement to:

- a) Conduct lobbying activities or otherwise participate in, intervene, or influence any election, political campaign, law-making, or legislative activity.
- b) Benefit any particular public official in violation of any law, statute, or ordinance that otherwise limits gifts to public officials.
- c) Make any loans, advances, or other extensions of credit to any executives, officers, or directors (or any relatives of any of the preceding) of the Subcontractor.
- d) Provide resources and support to individuals and organizations associated with terrorism and the terrorist-related lists promulgated by the U.S. Government.
- e) Message 2-1-1 services that are not aligned with 211 Illinois or the National 2-1-1 Toolkit.

3 RECORD KEEPING AND AUDIT

3.1 Tracking

Subcontractor shall track staff work hours at all times during the Term of this Agreement. Subcontractor shall ensure that all staff assigned to this Project complete and submit time records at regular intervals.

3.2 Maintenance and Provision of Records

211 Illinois and Subcontractor shall coordinate to provide training regarding appropriate expenditures under this Agreement to Subcontractor, and Subcontractor shall provide such training to its staff. Subcontractor shall maintain books, records, original receipts, documents, and other evidence related to this Agreement to sufficiently substantiate all compensation and expenses under this Agreement (collectively, "Program Records"). Subcontractor will use commercially reasonable methods to store and protect the Program Records and shall use no less care in safeguarding the Program Records than it would to safeguard and protect Subcontractor confidential information. The Program Records shall be retained for a period of three (3) years after the Termination of this Agreement. These records shall be promptly provided to 211 Illinois upon 211 Illinois's written request and shall grant 211 Illinois access, upon written request, to digital copies of the Program Records.

3.3 Audit

Upon reasonable notice and at all times hereafter, 211 Illinois shall have the right as Lead Entity under 20 ILCS 1335/20 to audit or to have audited and to copy the books and records of the Subcontractor which in any way relate to this Agreement. When requested by 211 Illinois, the Subcontractor shall provide 211 Illinois auditors with access to all property and records and the cooperation of the Subcontractor and its personnel, if any, necessary to effectuate the audit or audits hereunder. 211 Illinois's auditors shall have the right to copy any or all documentation relating to the performance under this Agreement. The Subcontractor shall retain all records for not less than

three (3) years after the termination of this Agreement. The Subcontractor shall include identical audit provisions in its agreements with approved third-party subcontractors. Upon request by 211 Illinois, all subcontractors shall secure equivalent rights and information from any or all work under this Agreement.

4 COMPENSATION

4.1 Total Compensation

211 Illinois will pay Subcontractor for the Services performed under this Agreement in a total amount of \$33,500, which shall be inclusive of compensation for the Services and all expenses reasonably incurred by Subcontractor for the purpose of, and in connection with, Subcontractor's performance of Services for 211 Illinois under this Agreement ("Total Compensation"). In no case shall 211 Illinois be obligated to pay compensation, expense reimbursement, or other amounts in excess of the Total Compensation.

Such reimbursement shall be made after submission and approval of vouchers or other statements itemizing and justifying such expenses in reasonable detail in accordance with the established policies of 211 Illinois. Subcontractor will submit all such requests for reimbursement to 211 Illinois. 211 Illinois shall provide information concerning 211 Illinois's financial procedures specific to submission of vouchers and invoices, and such information shall be provided through 211 Illinois's financial training program related to the Agreement.

4.2 Responsibility for Non-Reimbursable Expenses and Fees

Subcontractor remains solely responsible for any expenses or fees incurred (1) more than the Total Compensation Amount, (2) as are determined by 211 Illinois in its sole discretion to fall outside of the scope of reimbursable expenses and fees, or (3) are not funded or reimbursed to 211 Illinois by the State of Illinois under 211 Illinois's agreement with the State of Illinois Department of Human Services ("State Agreement").

4.3 Invoices and Payment Conditions

Subcontractor will monthly provide invoices to 211 Illinois by the 10th day of each month. The invoices shall set forth the following:

- a) Summary of how the Subcontractor funds were used.
- b) A financial report detailing the expenditure of Subcontractor funds.
- c) Receipts of items purchased under this Agreement.

211 Illinois shall review Subcontractor invoices within 5 days of receipt. Subject to state provision of funds under the State Agreement, Illinois shall provide payment to Subcontractor within 15 days of 211 Illinois's receipt of qualifying Subcontractor invoices for compensation and expenses. Under no circumstances shall 211 Illinois be responsible or liable for payments to Subcontractor for invoices not reimbursed by the Illinois Department of Human Services ("DHS") under State Agreement. 211 Illinois shall in no way be liable to Subcontractor for delays in payment stemming from DHS reimbursement of invoiced compensation or expenses.

5 211 PROMOTION

Persuitant to 20 ILCS 1335/35, a person or organization may not disseminate information to the public about the availability of 2-1-1 or 2-1-1 services in an area of Illinois except in accordance with

rules established by the lead entity. All promotional material naming 211 Illinois or the provision of 211 services must be approved by 211 Illinois before distribution. Use and distribution of the approved 211 Illinois collateral is granted under this contract.

ATTACHMENT B

1 DATA COLLECTION AND REPORTING REQUIREMENTS

2.2 Contact Center Data Requirements

Continue to collect, at a minimum, the following data elements about the conversation had with consumers:

- a. Contact ID
- b. Call Date
- c. Contact Type
- d. Caller Type
- e. Zip Code
- f. City
- g. County
- h. State
- i. Age
- j. Gender
- k. Language Spoken
- l. US Veteran/Active Military
- m. Need
- n. Need Outcome
- o. Need Unmet Reason
- p. Referral Provider Name
- q. How did you hear about 2-1-1?
- r. Are you taking care of another adult? (AARP Caregiver project question)

1.2 Resource Database/Directory Data Requirements

Continue to collect, at a minimum, the Resource Database Data Structure of community assets in your service area as noted in the Inform USA standards version 10. Adherence to the Database Record Data Elements, Administration Data Elements, and the Classification System/Taxonomy – Structural Elements.

1.3 Statewide Reporting Requirements

Actively participate in the following 211 Illinois statewide reporting projects:

- a. ongoing data uploads into the 211 Illinois Business Intelligence Platform for statewide internal and external reporting.
- b. ongoing data API feed into the 211 Illinois Online Statewide Resource Directory.

2 ALIGNMENT AND QUALITY IMPROVEMENT

2.1 Resource Database/Directory Alignment and Quality Improvement

Actively implement recommendations from the Directory Curation workgroup when costs to do so are within the allotted grant awarded towards aligning statewide Directory Curation practices, including indexing changes and classification system/taxonomy customizations or personalization. 211 Illinois will provide you access to quality improvement dashboards and reporting to make all necessary changes. All questions and concerns should be brought to the Directory Curation Workgroup through your organizational assigned representative.

2.2 Quality & Training Alignment and Quality Improvement

Actively implement recommendations from the Quality and Training workgroup when costs to do so are within the allotted grant awarded towards aligning statewide quality and training practices, including customer service improvements, measurements, and workflow changes. 211 Illinois will provide you access to quality improvement dashboards and reporting to make all necessary changes. All questions and concerns should be brought to the Quality & Training Workgroup through your organizational assigned representative.

ATTACHMENT C

LEAD ENTITY GRANT AGREEMENT

GRANT AGREEMENT



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

2-1-1 ILLINOIS NFP

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and 2-1-1 ILLINOIS NFP (Grantee)(collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions
Exhibit F	Payment

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

2-1-1 ILLINOIS NFP

By: _____
Signature of Dulce Quintero, Secretary

By: **Signature on File**

Signature of Authorized Representative

Date: _____

Date: 01/23/2026

Designee Name: _____

Printed Name: Edward Perry

Designee Title: Contract Obligations Analyst

Printed Title: Executive Director

By: _____

E-mail: executivedirector@211illinois.org

Signature of Second Grantor Approver, if applicable

Date: _____

FEIN: 270501361

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Third Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
AWARD INFORMATION**

2.1 Term. This Agreement shall be effective on Jul 1, 2025 and expires on Jun 30, 2026 (the TERM), unless terminated pursuant to this Agreement.

2.2 Amount of Agreement. Grant Funds (check one) must not exceed or are estimated to be \$1,132,445.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

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

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

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and QSY9GSUNN7L9 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 27-0501361 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI BUDGET

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII LOBBYING

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

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

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

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

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

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

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

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

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

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

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

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

10.2. Financial Close-out Report.

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

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

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

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

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

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

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

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

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

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

12.3. Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

12.4. “For-Profit” Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

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

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform

grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

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

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when

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

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and

achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are

governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

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

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

22.10. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

costs and expenses associated with such proceedings.

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

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EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: UNITED 211

PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-80-2627
Appropriation FY: 2026
Appropriation Code: 0001.44499.4400.006500NE
WBS Element: 444FCSAO26-LADDLAD1-SNMT
Sponed. Prog: LADD
Appropriation Amount: \$1,000,000.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

Acct.Line#: 2
CSFA Number: 444-80-2627
Appropriation FY: 2026
Appropriation Code: 0611.44499.1900.00010025
WBS Element: 444FCSAO26-LADDLAD1-SNMT
Sponed. Prog: LADD
Appropriation Amount: \$132,445.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The United 211 program provides Illinoisans direct access to health and human services information and referrals (I&R) 24 hours a day and is a vital linkage for residents to available local, statewide, and national community resources.

211 Illinois provides advocacy, education, guidance, oversight, and statewide funding around enhancing and expanding 2-1-1 services in Illinois. 211 Illinois NFP leads a Statewide Network around accessibility, accountability, and alignment of collaborative improvements of 2-1-1 service quality. 2-1-1 Illinois NFP also provide guidance to local

EXHIBIT A
PROJECT DESCRIPTION

and statewide community planning partners like United Ways, Health Departments, and government partners. Access to 211 services is critical, especially during times of disaster. 211 is a simple number for residents to remember and a simple way to establish a centralized distribution of coordinated disaster information and referrals for local assistance. This program will help grow the 211 Illinois Statewide Network and drive Illinois closer to 100% coverage while increasing 211 Illinois's capacity to manage the 211 Illinois Statewide Network.

The Department may impose sanctions up to and including a decrease or loss of program funding for the following reasons:

Failure to regularly meet performance standards identified in the Performance Standards Exhibit of this contract

Failure to respond to deficiencies identified during quality reviews and outlined on corrective action plans

Lack of sufficient progress toward fulfilling corrective action plans.

----- END OF PROGRAM: UNITED 211 -----

EXHIBIT B
DELIVERABLES

The Department is entering into a contract with 211 Illinois NFP as the lead entity to provide governance and oversight including the ability to design, implement, support and coordinate a Statewide 2-1-1 System.

As the Department's lead entity for the Statewide 2-1-1 System, 211 Illinois NFP must operate in full compliance with Public Act 104-0138.

1) Qualifications which must be maintained for designation as the lead entity shall include:

- a) a public or private governance structure with representation from and active collaboration with State Health and Human Service departments, specifically the Department, the Department of Healthcare and Family Services, the Department on Aging, the Department of Human Rights, the Department of Public Health, the Illinois Emergency Management Agency, the Illinois Commerce Commission and non-governmental entity stakeholders; non-governmental entity stakeholders shall constitute a minimum of two-thirds of the representatives;
- b) demonstrated expertise or experience, or both in planning, supporting and overseeing administration of a Statewide information and referral system;
- c) demonstrated support from community partners, including local 2-1-1 services providers;
- d) demonstrated expertise in providing access to health and human services; and
- e) a demonstrated track record of securing diversified funding sources, and evidence of existing diversified funding sources, in order to support sustainable operation of 2-1-1.

2) The lead entity shall encourage the orderly and efficient use of 2-1-1 to:

- a) Provide referrals and access to human services;
- b) Collect needed information about the demand for and delivery of human services in Illinois.

3) The lead entity shall establish standards consistent with prevailing national standards established for providing information about and referrals to human services agencies to 2-1-1 callers. The standards shall

EXHIBIT B
DELIVERABLES

prescribe the technology or manner of delivering 2-1- calls and shall not exceed any requirements for 2-1-1 systems set by the Federal Communications Commission. The standards shall be consistent with the American with Disabilities Act, enduring accessibility for users Teletypewriters for the Deaf (TTY).

Reporting Requirements

- A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, Grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 and reports must be submitted no later than 30 days after the quarter ends.
- B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 and no later than 30 days after this Agreement's end of the period of performance or termination.
- C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, Grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the quarter ends.
- D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 and no later than 30 days after this Agreement's end of the period of performance or termination.

----- END OF PROGRAM: UNITED 211 -----

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Natalie Bullock
Title: Bureau Chief
Address: 401 S Clinton St
Fl 4
Chicago, IL 60607-3800

GRANTEE CONTACT

Name: Edward Perry
Title: Executive Director
Address: 330 S Greenleaf St
Gurnee, IL 60031-3389

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Natalie Bullock
Title: Bureau Chief
Address: 401 S Clinton St
Fl 4
Chicago, IL 60607-3800
Phone: 312-415-7369
TTY #: _____
E-mail Address: natalie.bullock@illinois.gov

GRANTEE CONTACT

Name: Edward Perry
Title: Executive Director
Address: 330 S Greenleaf St
Gurnee, IL 60031-3389
Phone: 727-641-9496
TTY #: _____
E-mail Address: executivedirector@211illinois.org

EXHIBIT D
PERFORMANCE MEASURES

- 1) Retain 211 Illinois staffing
 - a. Retain contracted staff that lead the organization and support network workgroups to align and provide 211 services statewide.

- 2) Expand 211 services to all counties in Illinois until 100% service coverage is reached.
 - a. Increase 211 service coverage from 93% to 100% population coverage.

- 3) Expand on the 211 Illinois business intelligence platform to support the 211 Service Act reporting requirements, public accountability and support local and statewide planning partners data needs.
 - a. Develop trend reports that outline 211 service growth and impact.
 - b. Develop reports that support local 211 planning partners across Illinois to better plan for resources allocation and 211 service messaging.
 - c. Share reports monthly.

- 4) Implement the 211 Service Act in coordination with the Illinois Department of Human Services by:
 - a. Ensuring all 211 service providers meet eligibility requirements of the 211-service act to become an approved 211 service provider in Illinois.
 - b. Coordinating shared 211 funding and oversight responsibilities with local 211 planning partners across Illinois
 - c. Developing oversight policies and procedures.

- 5) Continue quality improvement efforts for the 211 Illinois statewide resource directory including:
 - a. Ensuring all approved 211 service providers take part and share resource data across Illinois.
 - b. Developing a directory quality dashboard to monitor the resource directory's stats and improvements.
 - c. Working with the Directory Curation workgroup to continue quality alignment of the statewide resource directory.
 - d. Continuing investments into the resource directory tools to improve the user experience and access.

- 6) Provide quarterly progress report to DHS on progress towards the goals.

- 7) No later than 30 days after the end of the contract agreement period is the date to provide an annual report of activities funded by the Department within thirty (30) days of the end of the fiscal year.

EXHIBIT D
PERFORMANCE MEASURES

----- END OF PROGRAM: UNITED 211 -----

EXHIBIT D
PERFORMANCE STANDARDS

Progress toward the following performance measures will be monitored on a quarterly basis:

1) Retain 211 Illinois staffing

a. Retain contracted staff that lead the organization and support network workgroups to align and provide 211 services statewide through 6/30/26.

2) Expand 211 services to all counties in Illinois until 100% service coverage is reached.

a. Increase 211 service coverage from 93% to 100% population coverage by 6/30/26.

3) Expand on the 211 Illinois business intelligence platform to support the 211 Service Act reporting requirements, public accountability and support local and statewide planning partners data needs.

a. Develop trend reports that outline 211 service growth and impact by 12/31/2025.

b. Develop reports that support local 211 planning partners across Illinois to better plan for resources allocation and 211 service messaging by 12/31/26.

c. Share reports monthly from establishment date through 6/30/26.

4) Implement the 211 Service Act in coordination with the Illinois Department of Human Services through 6/30/26 by:

a. Ensuring all 211 service providers meet eligibility requirements of the 211-service act to become an approved 211 service provider in Illinois.

b. Coordinating shared 211 funding and oversight responsibilities with local 211 planning partners across Illinois

c. Developing oversight policies and procedures.

5) Continue quality improvement efforts for the 211 Illinois statewide resource directory through 6/30/26 including:

a. Ensuring all approved 211 service providers take part and share resource data across Illinois.

b. Developing a directory quality dashboard to monitor the resource directory's stats and improvements.

c. Working with the Directory Curation workgroup to continue quality alignment of the statewide resource directory.

d. Continuing investments into the resource directory tools to improve the user experience and access.

6) Provide quarterly progress report to DHS on progress towards the goals through 6/30/26.

7) No later than 30 days after the end of the contract agreement period is the date to provide an annual report of activities funded by the

EXHIBIT D
PERFORMANCE STANDARDS

Department within thirty (30) days of the end of the fiscal year.

----- END OF PROGRAM: UNITED 211 -----

EXHIBIT E
SPECIFIC CONDITIONS

SPECIFIC CONDITIONS - Internal Controls QuestionnaireICQ Section:

02-Quality of Management System

Conditions:Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation:Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix:Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe:One year.

ICQ Section:03-Financial and Programmatic Reporting

Conditions:Requires development of a plan to correct deficiencies identified in the risk assessment. The state agency may request to review documentation of the plan at its discretion.

Risk Explanation:Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix:Grantee must submit documentation of implementation of new or enhanced accounting system, mitigating controls or a combination of both.

Timeframe:One year.

ICQ Section:04-Ability to Effectively Implement Requirements

Conditions:Requires development of a plan to correct deficiencies identified in the risk assessment. Grantees must maintain documentation of additional prior approvals from grantee management. The state agency may request to review plan and documentation at its discretion.

Risk Explanation:Medium to high risk increases the likelihood; unallowable costs or services, audit findings and questioned costs and fraud, waste and abuse that would be required to be returned to the state and federal government; subrecipients are not compliant with grant requirements, budgeting and expenditure of funds is in conformity with 2 CFR 200.

How to Fix:Requires development of a plan and timeline to correct deficiencies identified in the risk assessment. The state agency may request to review plan and documentation at its discretion.

Timeframe:One year from the implementation of additional controls/corrective action plan.

ICQ Section:05-Audit

Conditions:Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

EXHIBIT E
SPECIFIC CONDITIONS

Risk Explanation:Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

How to Fix:Implementation of grantee's corrective action plan.

Timeframe:When corrective action is complete.

----- END OF PROGRAM: UNITED 211 -----

EXHIBIT F
PAYMENT

Payments to the Provider are scheduled on a monthly basis. All payments are made based on submitted program expenditure documentation and available funds. Failure of the Provider to submit documentation may result in a reduction to the total award. In the case of special circumstances, please contact the Department for consideration. The final payment from the Department under this Agreement shall be made upon the Department's determination that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after the completion of a review of the Provider's records as provided in the Agreement.

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

I. Advance Payment Method (Advance and Reconcile)

A. An initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.

B. Grantees must submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. Invoices must include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.

C. Subsequent monthly payments will be based on each monthly invoice submitted to the grant program, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.

D. Grantees that do not expend all advance payment amounts by the end of the grant term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective grant budget, must return the funds or be subject to grant funds recovery.

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

F. Failure to abide by advance payment governance requirements may result in grantee

**EXHIBIT F
PAYMENT**

losing their right to advance payments.

II. Reimbursement Method

A.IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.

B.Grantees must submit monthly invoices in a format prescribed by Grantor. Invoices must include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices must be submitted no later than 15 days following the end of any respective monthly invoice period, or as indicated in their UGA Exhibit F - Payments. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.

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

III. Working Capital Advance Method

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

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

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

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

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

EXHIBIT F
PAYMENT

Billing Requirements

The Provider shall provide summary documentation by line item of actual expenditures incurred for the purchase of goods and services necessary for conducting program activities.

1)The Provider shall use generally accepted accounting practices to record expenditures and revenues as outlined in DHS Rule 509, Fiscal Administrative Record keeping and Requirements.

2)Expenditures shall be recorded in the Provider's records in such a manner as to establish an audit trail for future verification of appropriate use of Agreement funds.

3)An Expenditure Documentation Form (EDF) must be submitted monthly for each month of service in the format defined by the Division of Family and Community Services. The EDF is provided by DHS to the provider for reporting all agreement expenditures.

A. Supporting documentation for Grant Exclusives Line Item (GELI) is required to be submitted with the monthly Expenditure Documentation Form (EDF)

4)EDFs must be received by the Department no later than the 15th day of the month following the month of service. (i.e., EDF for July expenditures must be submitted to DHS by August 15.) If the 15th day of the month is on a non-business day, the EDF must be received by the following business day.

5)Final billings must be received by the 15th day after of the month following the end of the Agreement period. If the 15th day of the month is on a non-business day, Final billings must be received by the following business day.

6)Advance payments during the State Fiscal Year (SFY) may be considered on an as needed basis considering agency risk, performance and financial management practices.

7)As required by the Illinois Grant Accountability and Transparency Act (GATA), a Periodic Financial Report (PFR) must be filled and submitted on a quarterly basis for all provider programs.

8)PFRs must be received by the 15th day after of the month following the end of each State fiscal quarter. If the 15th day of the month is on a non-business day, quarterly PFRs must be received by the following business day.

9)Any anticipated change in the EDF/PFR submission schedule, or new submission date

EXHIBIT F
PAYMENT

requests must be submitted in writing to the Department prior to each submission due date.

10) All financial record keeping on the part of the Provider shall be in accordance with generally accepted accounting principles consistently applied.

11) The grant does not cover any costs for expenditures beyond the approved budget and are considered "in-kind" contributions. Line-item expense amounts that exceed 100 percent of any budget line item shall be documented as "in-kind" on all expenditure documentation and periodic financial reports. Approved informal line-item revisions within the variance threshold of the greater of 10 percent or \$1000 may be reported as necessary beyond 100 percent as the only exception.

EDF Form Features

The General Program EDF is a Microsoft Excel Spreadsheet Workbook file that contains user data entry sections and protected cell calculations. The EDF excel file contains worksheet tabs for each EDF report month, and Periodic Financial Reports (PFR) worksheet tabs for each quarter. Expenditures are automatically calculated for the month as well as the Cumulative Amount Year to Date. (CYTD). Expenditures entered in the monthly EDF worksheet tabs will be automatically calculated and entered on the appropriate cells of the quarter PFR worksheet tabs. Print Areas are pre-set do not alter the print areas. To report any issues, or to obtain the Excel workbook file, please contact DHS.BMCHEDF@ILLINOIS.GOV.

----- END OF PROGRAM: UNITED 211 -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
ADDITIONAL CERTIFICATIONS**

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

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

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

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

**ARTICLE XXIV
ADDITIONAL TERMS**

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

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

24.3 **Changes in Key Grant Personnel.** When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

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

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

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

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

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

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

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV MONITORING AND INFORMATION

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

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

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

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

ARTICLE XXVI WORK PRODUCT

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

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

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

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

**ARTICLE XXVII
POST-TERMINATION/NON-RENEWAL**

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

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

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

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

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

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

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

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

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

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

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

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PART THREE –PROJECT-SPECIFIC TERMS

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

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

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

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

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**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSEU08167**

State Agency Illinois Department of Human Services

FY. 2026

Grantee 2-1-1 ILLINOIS NFP

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 999700280

FEIN 270501361

Catalog of State Financial Assistance (CSFA) Number 444-80-2627

CSFA Short Description. UNITED 211

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$1,132,445.00
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	\$587,500.00
7. Consultant (200.459)	\$426,418.00
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	\$31,143.00
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$1,045,061.00
17. Indirect Cost (200.414)	\$87,384.15
Rate %: 15.00	
Base: \$582,561.00	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$1,132,445.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2026.01.23.07.52.42 843



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. **FCSEU08167**

State Agency Illinois Department of Human Services

FY. 2026

Grantee 2-1-1 ILLINOIS NFP

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 999700280

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Catalog of State Financial Assistance (CSFA) Number 444-80-2627

CSFA Short Description. UNITED 211

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CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	\$29,300.00
c) Non-Cash	\$120,000.00
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	\$149,300.00
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	\$21,500.00
7. Consultant (200.459)	\$5,300.00
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	\$122,500.00
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$149,300.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$149,300.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2026.01.23.07.52.42 843



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Agreement Numbers. FCSEU08167

State Agency Illinois Department of Human Services

FY. 2026

Grantee 2-1-1 ILLINOIS NFP

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 999700280

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Catalog of State Financial Assistance (CSFA) Number 444-80-2627

CSFA Short Description. UNITED 211

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Budget Narrative Summary

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

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	\$587,500.00	\$21,500.00	\$609,000.00
7. Consultant (Professional Services)	\$426,418.00	\$5,300.00	\$431,718.00
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	\$31,143.00	\$122,500.00	\$153,643.00
15. GRANT EXCLUSIVE LINE ITEM(S)	N/A	N/A	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	\$1,045,061.00	\$149,300.00	\$1,194,361.00
17. Indirect Cost	\$87,384.15	N/A	\$87,384.15
State Request	\$1,132,445.00		
Non-State Amount		\$149,300.00	
TOTAL PROJECT COSTS			\$1,281,745.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2026.01.23.07.52.42 843