

Agenda Item # 65

DISTRIBUTION
County Board
County Administrator
Finance & Administrative Services
County Controller
Court Administrator

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

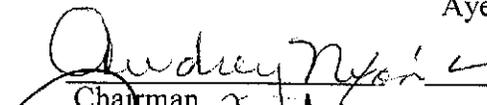
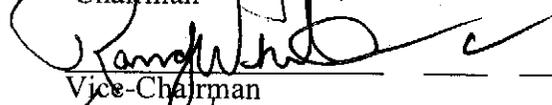
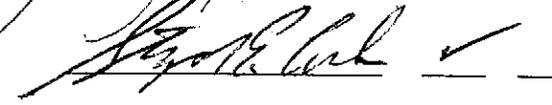
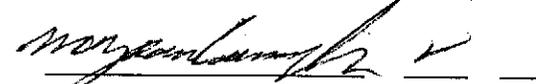
REGULAR JUNE, A.D., 2007 SESSION

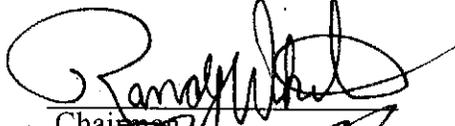
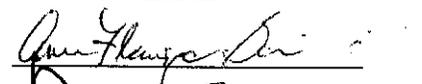
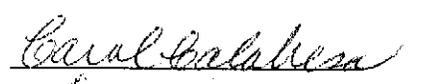
JUNE 12, A.D., 2007

MADAM CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Law and Judicial and Financial and Administrative Committees present herewith a Joint Resolution authorizing the execution of Program Agreement # 11G8136000 with the Illinois Department of Human Services and an emergency appropriation of \$116,287 for the 19th Judicial Circuit of Lake County "Early Service Program (Delinquency Prevention)" for the period July 1, 2007 through June 30, 2008; and request its adoption.

Respectfully submitted,

	Aye	Nay
 Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____ Law & Judicial Committee		

	Aye	Nay
 Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 Financial & Administrative Committee		

RESOLUTION

WHEREAS, the 19th Judicial Circuit of Lake County Early Service Program (Delinquency Prevention) Agreement with the Illinois Department of Human Services (IDHS) expires June 30, 2007; and

WHEREAS, the IDHS desires that the 19th Judicial Circuit continue contractual arrangements to provide community based youth services; and

WHEREAS, the IDHS will provide 100% funding for the state fiscal year 2008 grant award in the amount of \$116,287 for the time period July 1, 2007 through June 30, 2008; and

WHEREAS, these funds were not included in the county fiscal year 2007 budget, so it is therefore necessary to appropriate this funding and authorize the necessary approvals by the County of Lake to formally accept this grant.

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that it hereby authorizes an emergency appropriation of \$116,287 for the 19th Judicial Circuit of Lake County "Early Service Program (Delinquency Prevention)" to be allocated as indicated on the attached chart of accounts; and

BE IT FURTHER RESOLVED, that the budget in revenue account 101-3270010-45400 also be increased by \$116,287.

DATED, at Waukegan, Lake County, Illinois, on this 12th day of June, A.D., 2007.

BUDGET SFY 2008
Fund 101 Management Center 3270010
JULY 1, 2007 - JUNE 30, 2008

CHART OF ACCOUNTS

Object		Budgeted Amount
101-3270010-61010	Office Supplies	\$ 1,400.00
101-3270010-61020	Computer Supplies	\$ 1,200.00
101-3270010-61040	Operational Supplies	\$ 1,200.00
101-3270010-72820	Postage	\$ 500.00
101-3270010-71450	Mileage	\$ 600.00
101-3270010-79940	Misc Contractual Services	\$ 111,387.00
	Total:	\$ 116,287.00

**STATE OF ILLINOIS
DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES AGREEMENT
FISCAL YEAR 2008**

This Agreement is by and between the Illinois Department of Human Services, with its principal office at 535 West Jefferson, Springfield, IL 62702-5058, hereinafter referred to as the "Department" and, Lake County, hereinafter referred to as the "Provider" with its principal address at: 18 North County Street, Waukegan, IL, 60085-4359.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof, it is agreed as follows:

1. TERM

This Agreement shall be effective July 1, 2007, and shall expire June 30, 2008, unless extended pursuant to the terms hereof.

2. TAXPAYER CERTIFICATION (Provider **MUST complete)**

Under penalties of perjury, the Provider certifies that 366006600 is the Provider's correct Federal Taxpayer Identification Number/Social Security Number (circle one). The Provider is doing business as a (please check one).

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Pharmacy-Non Corporate |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Medical Corporation | |
| <input checked="" type="checkbox"/> Governmental Unit | |
| <input type="checkbox"/> Estate or Trust | |

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

3. PAYMENT

- A. The estimated amount payable by the Department to the Provider under this Agreement is \$116,287.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this Agreement.

- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Grant Funds Recovery Act, (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within 45 days after the expiration of this Agreement. The provisions of 89 Ill Adm Code 511 shall apply to any funds awarded that are subject to the Grant Funds Recovery Act.
- D. If applicable, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990, (31 U.S.C. 6501 et seq.) and any other applicable federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated agreement amount.
- G. Grant funds disbursed under this Agreement and held 30 days by the Provider will be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

4. **SCOPE OF SERVICES**

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

5. **REQUIRED CERTIFICATIONS**

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Department recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients. It is the Provider's responsibility to determine which certifications apply to the Provider.

- A. **Bribery** - The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** - The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979, (50 U.S.C. Appx. 2401 et seq.), or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- E. **Dues and Fees** - The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 or 580/4).
- G. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- H. **Debarment** - The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76).
- I. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18, which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. 6081 et seq.).

- J. **Debt To State** - The Provider certifies that it, or its affiliate, is not barred from being awarded a contract because the Provider, or its affiliate, is delinquent in the payment of any debt to the State, unless the Provider, or its affiliate, has entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if the certification is false (30 ILCS 500/50-11).
- K. **Grant For The Construction Of Fixed Works** - All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- L. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information.
- M. **Sarbanes-Oxley Act** - The Provider certifies that neither the Provider nor any officer, director, partner or other managerial agent has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Ill Securities Law of 1953, or that at least 5 years have passed since the date of the conviction. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- N. **Forced Labor Act** - Provider complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- O. **Environmental Protection Act violatio** - The Provider certifies in accordance with 30 ILCS 500/50-12 that the bidder or Provider is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).
- P. **Goods From Child Labor Act** - The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this contract have been produced in whole or in part by the labor of any child under the age of 12 (PA94-0264).

- Q. **Abuse of Adults with Disabilities Intervention Act** - The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities to which they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).
- R. **Procurement Lobbying** - Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).

6. **BACKGROUND CHECKS**

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

7. **UNLAWFUL DISCRIMINATION**

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

- A. The Illinois Human Rights Act (775 ILCS 5)
- B. Public Works Employment Discrimination Act (775 ILCS 10)
- C. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])

- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- F. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency)
- G. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996

8. **LOBBYING**

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

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

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

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

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

9. **CONFIDENTIALITY**

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

10. LIABILITY

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

11. MAINTENANCE AND ACCESSIBILITY OF RECORDS

- A. The Provider shall maintain, for a minimum of 6 years from the later of the date of final payment under this Agreement or the expiration of this Agreement, adequate books, records and supporting documents to comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191 42 CFR 164.528.
- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors, (including The Illinois Auditor General) Federal authorities and any other person as may be authorized by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. RIGHT OF AUDIT AND MONITORING

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

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

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights the Provider is entitled to under Federal, State, local law or applicable rules promulgated by the Department.

13. **REPORTING REQUIREMENTS**

Providers agree to submit programmatic reports as requested and in the format required by the Department. Failure to submit reports may cause a delay in funding.

14. **AUDIT REQUIREMENTS**

The Provider will annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill Adm Code, 507 (Audit Requirements of the Department of Human Services) to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2008.

15. **INDEPENDENT CONTRACTOR**

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

16. **SANCTIONS**

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

17. **TERMINATION OF THE AGREEMENT**

Either party may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

18. POST-TERMINATION/NON-RENEWAL

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this contract, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.
- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department 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 the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

19. SUBCONTRACTS

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written Departmental approval. In emergencies, the Provider will request approval in writing within 7 days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

20. INTERNET ACCESS

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business email address that will be the primary receiving point for all email correspondence for the Department. The Provider may list additional addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. During any period that the Department directly funds the Provider's Internet service, the Provider must use the Department-assigned email address as their primary email address. The Provider may list additional email points of contact in the same manner as listed above. The Provider must notify the Department of any email changes within five (5) business days from the effective day of the change.

21. **NOTICE OF CHANGE**

The Provider shall give 30 days prior written notice to the Department (contact person[s] listed on Attachment[s]), if there is a change in the Provider's legal status, federal employer identification number (FEIN) or address. The Department reserves the right to take any and all appropriate action.

The Provider agrees to hold harmless the Department for any acts or omissions by the Department resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider will immediately notify the Department in writing.

22. **ASSIGNMENT**

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

23. **MERGERS/ACQUISITIONS**

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, nor any licensure related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate, or other business structure. The Provider agrees that it will give the Department prior notice of any such action and provide any and all reasonable documentation necessary for the Department to review the proposed transaction to include corporate and shareholder minutes of any corporation which may be involved as well as financial records. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

24. **CONFLICT OF INTEREST**

The Provider agrees that payments made by the Department, under this Agreement, will not be used to compensate, directly or indirectly, any person: 1) Currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or, 2) Employed by an office or agency of State government of Illinois with compensation annually in excess of \$90,000.00. The Provider may request written approval from the Department for an exemption to this provision.

25. **TRANSFER OF EQUIPMENT**

The Department shall have the right to require transfer (including title) to the Department of any equipment purchased in whole with Department funds to adhere to the requirements under this Agreement. Equipment means any product (tangible and non-tangible) used in the administration and/or operation of the program having a useful life of two years or more and an acquisition cost of at least \$500. The Department will notify the Provider in writing upon termination or any notice required by paragraph 17 thereof of this Agreement or any subsequent Agreement for these services, if it will require the transfer of such equipment.

26. **WORK PRODUCT**

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

Upon written consent of the Department, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

The Provider may not copyright the material without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

27. **RELEASES**

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "funding provided in whole or in part by the Illinois Department of Human Services". Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice to the Provider.

28. **PRIOR-NOTIFICATION**

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with the Department in joint or coordinated releases of information.

29. **INSURANCE**

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement. If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement, such money shall be surrendered to the Department. If the Provider's cost of property and casualty insurance increases by 25% or more, or if new state regulations impose additional costs to the Provider during the term of this Agreement, then the Provider may request the Department to review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any Agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

30. **LAWSUITS**

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

31. **GIFTS AND INCENTIVES PROVISION**

The Provider is prohibited from giving gifts to Department employees (5 ILCS 425/1 et seq.). The Provider will provide the Department with advance notice of the Provider's providing gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

32. **RENEWAL**

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

33. **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.

34. **SEVERABILITY**

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

35. **WAIVER**

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

36. **LAWS OF ILLINOIS**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.

37. **STATUTORY/REGULATORY COMPLIANCE**

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, federal regulations, state administrative rules, including 89 Ill Adm Code 509 and any and all licensure and/or professional certification provisions.

38. **ATTACHMENTS AND PROGRAM MANUALS**

The following Attachment(s), any document(s) and Program Manuals referenced in the Attachment(s) are hereby incorporated into this Agreement and can be found on the following Department website: <http://www.dhs.state.il.us/serviceProviders/grantsContracts/>.

<u>Name of Program or Service Area</u>	<u>Attachment #</u>	<u>Dollar Amount</u>
Division of Community Health and Prevention	E	\$116,287.00

Total Dollar Amount: \$116,287.00

39. **PRECEDENCE**

In the event there is a conflict between this Agreement and any of the Attachments or documents referenced in the Attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the statute(s) or rule(s) shall control.

40. **ENTIRE AGREEMENT**

The Provider and the Department understand and agree that this Agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein or referenced herein, including prior Agreements or oral discussions, shall be binding upon either the Provider or the Department.

41. **FUNDING RESERVE**

Reductions in Amounts Payable: Notwithstanding anything to the contrary contained herein or in any attachment or exhibit made a part hereof, the amount payable, or estimated amount payable, to vendor/provider under this agreement is subject to a reduction not to exceed two percent (2%) as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of the Department of Human Services, or as may be directed by the Office of the Governor.

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

State of Illinois
Department of Human Services

Lake County
Provider (Agency Name)

By: _____
Carol L. Adams, Ph.D., Secretary

BY: _____
(Provider or Authorized Designee Signature)

Name: _____
Type or Print

Date: _____

Title: _____

Date: _____

Email Address: _____

This Agency is (Check One):

Not For Profit

For Profit

Illinois Department of Human Services
 Division of Community Health and Prevention

Agency Name: Lake County
 FEIN: 366006600
 Agreement No. 11G8136000
 Attachment E

**FY2008
 ATTACHMENT COVER SHEET**

CONTACT FOR NOTIFICATION

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

IDHS CONTACT

Dan Blair
 Fiscal Manager
 535 W. Jefferson, 3rd Floor
 Springfield, IL 62702-5058
 Phone: (217) 524-7758
 TTY #:
 Fax #: (217) 524-2491
 Email Address: Dan.Blair@illinois.gov

PROVIDER CONTACT

Marci Jumisko
 Judicial Budget Manager
 18 North County Street
 Waukegan, IL 60085-4359
 Phone: (847) 377-3809
 TTY #: (847) 360-2975
 Fax #: (847) 249-8442
 Email Address: mjumisko@co.lake.il.us

Advance payments may be allowed under the programs listed below:

<u>Program</u>	<u>CARS Service Code</u>	<u>Method of Payment</u>	<u>Subject to Grant Fund Recovery Act</u>	<u>Method of Reconciliation*</u>	<u>Service Projections</u>	<u>Unit of Service</u>	<u>Estimated Funding</u>
DELINQUENCY PREVENTION	811G8136650	Grants	YES	Expenses	N/A	N/A	\$116,287.00
Attachment Total							<u>\$116,287.00</u>

NA - Not Applicable

*Expenses - Program is subject to reconciliation based on Rule 511.10a.

*Deliverables - Program is subject to reconciliation based on Rule 511.10b.

Illinois Department of Human Services
Division of Community Health and Prevention

Agency Name: Lake County
FEIN: 366006600
Agreement No. 11G8136000
Attachment E

FY2008
ATTACHMENT COVER SHEET - ADDENDUM

Program	Performance Measures
DP	See your program manual for performance measures
