

AGREEMENT

This **Agreement** is made and entered into as of this **15th** day of **October, 2019** (the “**Effective Date**”) by and between and Illinois Primary Health Care Association (“**IPHCA**”), an Illinois not-for-profit corporation with its office located at 500 S. Ninth Street, Springfield, IL 62701 and **City of Decatur** (“**Subgrantee**”), a city government, having its office located at 1 Gary K Anderson Plaza Decatur, IL 62523.

WITNESSETH:

WHEREAS, IPHCA is a trade association representing Illinois’ community/migrant health centers and as such is committed to the improvement of the health status of medically underserved populations throughout the State of Illinois;

WHEREAS, Subgrantee is the city government of Decatur located in Illinois. The goal of the Community Development Department is to be a one-stop shop for all building and neighborhood development needs. It includes four divisions – Planning and Development, Neighborhood Services, Building Inspections and Neighborhood Inspections all of which are charged with helping to move projects forward.

WHEREAS, IPHCA and the State of Illinois Department of Human Services (“**IDHS**”) have entered into a grant agreement designated as Agreement No. **AJCYZ03066** (“**Grant Agreement**”), a copy of which is attached hereto and made a part hereof as **Exhibit 1**;

WHEREAS, the Grant Agreement encompasses the Project Description set forth in section 4 in this agreement;

WHEREAS, the Grant Agreement provides, in part, for the availability of \$500,000 in Grant Funds to IPHCA to effect the purposes of the Grant, and permits the distribution of a portion of the Grant

Funds to designated and approved sub-recipients/subgrantees on the terms and conditions provided in the Grant Agreement;

WHEREAS, IPHCA, pursuant to CFR §§ 200.330 and 200.331 has determined that Subgrantee is eligible to provide the services contemplated herein without substantial risk of non-compliance on the terms and conditions herein provided, and further subject to monitoring and audit of Subgrantee's activities and performance where applicable as required by 2 CFR §§ 200.331(b) – (h) inclusive; and

WHEREAS, Subgrantee wishes to receive Grant Funds and to thereby participate under all applicable terms and conditions of the Grant Agreement, and further under all terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. Recitals Binding:

The above-stated recitals are incorporated herein as part of this Agreement.

2. Subgrantee's Identification:

The taxpayer ID number of the Subgrantee is 376001308. The Subgrantee is licensed to perform the agreed upon services enumerated herein, and covenants that it maintains all valid licenses, permits, and registrations to perform same.

3. Funding to Subgrantee:

Pursuant to the Grant Agreement, IPHCA will provide funding to Subgrantee in the total amount of **\$25,000** to enable Subgrantee to provide census outreach services to smaller geographic areas in order to locate hard to count (HTC) populations and conduct census education and outreach efforts as follows:

- A. The sum of **\$5,882.35** upon Subgrantee's execution and return of this Agreement to IPHCA, and participation in a kickoff orientation conference meeting with IPHCA and other sub-recipients to discuss performance of obligations under this Agreement as set forth in Paragraph 4, below; and
- B. Payments made in monthly amounts as supported by submission of Subgrantee's Monthly Expenditure Documentation forms as noted in Exhibit 2 and successfully meeting grant deliverables as set forth in Paragraph 4, below. Last payment of **\$2941.18** will be held per section C below.
- C. The last monthly reimbursement will be reimbursed to the Subgrantee within (30) days of project completion subject to DHS payment and successful completion of the Subgrantee's performance of its obligations as set forth in Paragraph 4, below:

4. Subgrantee Performance Obligations on the Project:

Subgrantee agrees that from the Effective Date of this Agreement to and including June 30, 2020, it will provide such services as IPHCA shall reasonably request to conduct Census 2020 education, outreach and communication deliverables in Subgrantee's designated geographic area of **City of Decatur**. Specifically, Subgrantee agrees to initiate and fully implement in a timely manner the following as detailed in the Memorandum of Agreement:

- A. Attend all in-person meetings and calls/webinars provided by IPHCA and include IPHCA coordinator or designee in Subgrantee planning committee meetings
- B. Provide Census 2020 Program budget and work plan to IPHCA for review by January 3, 2020
- C. Support the Illinois Census Office (ICO) statewide media campaign surrounding the Census 2020 program.
- D. Adapt or develop "when necessary" culturally and linguistically appropriate materials surrounding the Census 2020 activities.
- E. Develop and implement the ICO-approved place-specific Education, Outreach & Communication (EOC) activities using traditional and digital media platforms.
- F. Develop community and/or geographic area community briefings aligned with the Illinois Census Office marketing strategies surrounding the Census 2020 activities
- G. Organize and/or participate in community and county-level gatherings, events and other forums to help locate the HTC populations and market the Census 2020 activities. Subgrantees will also outreach to the county-level government for

communication, distribution of materials and, if county is interested, involvement in events.

- H. Engage individuals one-on-one in clinic and/or community-based settings to market the Census 2020 activities.
- I. Recruit, train and deploy trusted messengers to conduct Census 2020 direct engagement activities.
- J. Set up and announce Safe Census locations and market to the public in the assigned place-specific or geographic areas.
- K. Deploy trusted messengers to assist individuals and the HTC populations with completing the Census 2020 questionnaire in clinic and/or community-based settings.
- L. Provide Internet access for individuals and HTC populations to complete the Census 2020 questionnaire.
- M. Submit monthly fiscal (expenditure documentation forms) and programmatic status reports to IPHCA's Census 2020 Coordinator, Paula Campbell, by close of business on the 9th of the month for the work done and expenses incurred for the previous month. Forms will be provided by IPHCA.
- N. Ensure programmatic status reports effectively reflect monetary support distribution when Subgrantee is receiving DHS census funding from multiple resources and assure that activity counts are not duplicated.

5. Compliance with Law:

Subgrantee further agrees to comply with all terms and conditions of the Grant Agreement applicable to sub-recipients/subgrantees, and to otherwise comply with all applicable federal, state and county laws, ordinances, codes, rules and regulation in its performance of this Agreement, including, without limitation, any and all applicable provisions of Appendix II to 2 CFR, Chapter II, Part 200. Subgrantee further certifies that it is not debarred, suspended or ineligible from providing services to or on behalf of any governmental agency and that any such debarment, suspension or ineligibility would be a material breach of this Agreement, resulting in its immediate termination notwithstanding any other provision of this Agreement.

6. Accountabilities:

The above services and requested work produced will be monitored and reviewed by Cheri Hoots, IPHCA's Chief Operating Officer or designee. Contact information for Ms. Hoots is as follows:

Cheri Hoots, RN
Chief Operating Officer
(217) 541-7413
choots@iphca.org

7. Termination:

This Agreement shall terminate upon termination or expiration of the Grant Agreement. Notwithstanding the foregoing, IPHCA may immediately terminate this Agreement if there shall be filed by or against the Subgrantee any petition in bankruptcy under any state or federal law, or if a receiver or trustee shall be appointed for Subgrantee's business or property, or if Subgrantee shall make an assignment for the benefit of creditors, or if there shall be a material adverse change in the financial condition of Subgrantee, or if Subgrantee shall otherwise be in breach of any other covenant, warranty, or term hereunder, which breach continues for ten (10) days after written notice thereof. No termination shall affect the obligations of either party arising prior or subsequent to the effective date of termination.

8. Indemnity:

Subgrantee will indemnify and hold harmless IPHCA, its officers, directors, employees and agents against all losses, claims, liabilities, damages and expenses of any nature directly or indirectly arising out of or as a result of Subgrantee's breach of contract, intentional torts or negligence of Subgrantee, its employees or agents in the performance of this Agreement.

9. Notice:

Any notice which may be required to be given hereunder shall be in writing and delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by

overnight delivery by a nationally recognized air courier, to parties at the respective addresses as set forth in the preamble to the Agreement. Notices mailed by registered or certified mail shall be effective three (3) business days after the date of mailing; notices sent by nationally recognized air courier shall be effective the next business day after the date of mailing.

10. Relationship of Parties:

Subgrantee is an independent contractor under this Agreement and neither Subgrantee or any employees or agent of Subgrantee is an employee of IPHCA and do not acquire any employment rights with IPHCA or the State of Illinois by virtue of this Agreement. Subgrantee will provide the agreed services and achieve the specified results free from the direction or control of IPHCA or the State of Illinois as to the means and methods of performance. This Agreement is not, and shall not be considered, an employer-employee relationship, joint venture, or partnership of any kind and neither party shall represent to any third persons that any such relationship exists. Each party to this Agreement is and shall remain professionally and economically independent of the other.

11. Miscellaneous:

- A. Should any funds provided in Paragraph 3 above be undistributed to Subgrantee due to its failure to perform this Agreement, IPHCA may reallocate such funds to other subgrantees who have met or exceeded the requirements of their respective agreements pursuant to the Grant Agreement, pending IDPH approval.
- B. This Agreement constitutes the entire agreement between the parties and cannot be modified, altered, extended or otherwise changed except by an agreement in writing signed by a duly authorized officer of each of the parties hereto.
- C. This Agreement shall be construed and interpreted in accordance with the laws of the state of Illinois and may be signed in any number of counterparts, each constituting a duplicate original.
- D. This Agreement is not assignable by Subgrantee without the express written consent of IPHCA.
- E. Each party hereto shall provide the other with all such documents and information as the other shall reasonably request in order to perform its obligations under this agreement.

- F. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its name as of the date first written above.

Illinois Primary Health Care Association, an
Illinois Not-for-Profit Corporation

City of Decatur

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____