

**INTERAGENCY AGREEMENT  
BETWEEN  
ILLINOIS DEPARTMENT OF PUBLIC HEALTH  
AND  
THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY  
AGREEMENT NUMBER # 38700004K**

The Illinois Department of Public Health (DPH) and The Board of Trustees of Illinois State University on behalf of the School of Social Work (ISU), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Interagency Agreement (Agreement) in connection with HIV surveillance data. DPH and ISU are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement, the Parties agree to the following:

**ARTICLE I  
INTRODUCTION**

- 1.1 Background. Most states in the United States have little to no reliable estimates of either the number of persons who inject drugs (PWID) or the population of men who have sex with men (MSM). This challenge is experienced globally as well. Existing approaches to measure the size and patterns of behavior among these populations rely on statistical modeling using data from national surveys, resulting in estimations of these populations with significant variation. Public policy makers and researchers need to understand the size and characteristics of populations of persons at risk for HIV infection. Such information is critical to public health entities in assessing the likely impact of the spread of HIV/AIDS and to guide the expenditure of resources to HIV/AIDS prevention and intervention efforts. The U.S. Centers for Disease Control identifies populations of people at increased risk for HIV infection to include men who have sex with men and persons who inject drugs, among others.
- 1.2 Purpose. DPH has partnered with ISU, School of Social Work, to complete an estimated population survey. This study is novel in that it relies on primary data collection methods to assess the size of the MSM and PWID populations in Illinois more accurately and to describe their demographic characteristics beyond what is captured in public health HIV surveillance data.

**ARTICLE II  
DUTIES AND OBLIGATIONS OF THE PARTIES**

- 2.1 ISU shall:

2.1.1 Develop Survey Design

2.1.1.1 Sampling

The study will utilize stratified, random sampling procedures. Existing DPH data on the MSM and PWID populations in Illinois, geocoded by

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census track, will form the basis for the identification of 4-5 strata for the State of Illinois. Proportional allocation to strata will be used to divide the sample among the strata and will guide the number of surveys to be administered in each stratum. Using State Characteristics Population Estimates (U.S. Census Bureau, 2021), the statewide sampling frame for the address based, telephone number (cell and landline) matched sample will include males and females aged eighteen (18) years of age or older.

### 2.1.1.2 Instrumentation & Data Collection

- 1.) The instrumentation includes one survey to be administered using Address Based Sampling (ABS). The purchased sample will match addresses with existing phone numbers (land and cell) necessary for increasing the response rate.
- 2.) Data collection will elicit both population estimates to be utilized in the HIV surveillance calculations for the State of Illinois and describe the size and demographic characteristics of the MSM and PWID populations residing in Illinois for the purpose of public health resources allocation.
- 3.) Instrument design to be completed by January 1, 2023.
- 4.) Data collection shall end on June 30, 2023.

### 2.1.1.3 Survey

A single survey containing approximately 15 items will be administered via mail with the option to return the survey as a hard copy or to complete the survey electronically using a URL. The survey will contain item stems exploring both sexual orientation and behaviors, as well as injection drug use behaviors. The data collection plan targets 5,000 surveys. The survey will be in both English and Spanish.

### 2.1.1.4 Project Timeline

Due Date	Task
January 2023	IGA and IRBs completed
February – March 31, 2023	Preparation of mailers and translation into Spanish
March 31, 2023	Progress Report due to Sponsor
April 30, 2023	Begin fielding of survey
April, May, June 2023	Survey Fielding; Data Analysis and Write-Up
July, August, September 2023	No cost extension to complete Data Analysis and Write-Up
October 1, 2023	Final Report due to Sponsor

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### 2.1.1.5 Survey Procedures

- 1.) Mailing of an invitation letter with web link plus mailed hardcopy questionnaire with a Business Reply Envelope (postage paid). For participants completing the survey as a hard copy, they are invited to return a postage paid postcard (separate from the survey) indicating their choice for subject remuneration and remittance information. Subject remuneration will include a choice of digital gift card (Target, Walmart, Amazon or Visa prepaid) or a hard copy check.
- 2.) Reminder letter.
- 3.) Phone follow up of nonrespondents, with English and Spanish speaking interviewers (done by purchasing telephone numbers matched to the addresses from the sample file).
- 4.) Thank you/incentive payment with \$12 incentive for completing.

### 2.1.1.6 Deliverables

- 1.) Data file of approximately 5,000 surveys will be administered to identified Illinois residents.
- 2.) Report summary of findings to include population estimates and description of demographic characteristics
- 3.) Send progress reports on March 31, 2023
- 4.) Analyze data and write up reports by October 2023
- 5.) Final report to DPH by October 1, 2023

### 2.1.1.7 ISU shall attend collaborative check-in meetings with DPH.

- 1.) Meetings will be held twice monthly for the first month and then monthly thereafter during the IGA timeframe. These meeting will be scheduled in conjunction with DPH and ISU.
- 2.) These meeting will discuss any progress towards the agreed upon work, questions, barriers, or information required by DPH.

### 2.1.1.8 Obtain DPH approval prior to publishing, printing, disseminating, or otherwise releasing to the public any materials related to performance of this Agreement, other than research results or research publications. This includes, but is not limited to, brochures, booklets, flyers, journal articles, programs, advertisements (including print and out-of-home), multimedia presentations, videos, and other printed or electronic materials, including Web sites.

### 2.1.1.9 Within thirty (30) business days of execution of this Agreement, provide DPH with a budget allocation table and narrative outlining the costs associated with each activity set forth. The allocation table cannot exceed the total amount DPH is authorized to expend under this Agreement, as outlined in Section 3.1, below.

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2.1.1.10 By the 30th day of each month, provide monthly expenditure reports to DPH for services rendered in the previous month utilizing DPH's budget allocation table.

2.2 DPH shall:

2.2.1 Convene collaborative check-in meetings with ISU.

2.2.1.1 Meetings will be held twice monthly for the first month and then monthly thereafter during the IGA timeframe.

2.2.1.2 These meeting will be used to discuss progress towards the agreed upon work, questions, barriers, or information required by DPH.

2.2.2 Provide technical assistance and consultation to ISU on an as-needed basis to ensure compliance with DPH guidelines, reporting requirements, and billing requirements.

### ARTICLE III EXPENDITURE OF FUNDS

3.1 Cost for Services. Beginning January 1, 2023, costs for services provided pursuant to this Agreement shall begin accruing for services rendered pursuant to this Agreement.

3.2 Billing for Services. ISU shall bill DPH quarterly on the 30th of the month following the end of each State Fiscal Year quarter for services provided during the previous quarter.

3.3 IDPH Reimbursement of ISU Services. DPH shall be responsible for reimbursing ISU in an amount not to exceed a total of \$1,338,560 for services under this six-month Agreement, contingent upon appropriation of sufficient funds. Payment shall be initiated upon DPH's review of ISU's bills. DPH shall process payments to ISU through the Comptroller within forty-five (45) days of receipt of proper billing. DPH shall be responsible for reimbursing ISU for all administrative costs and expenses incurred in connection with the performance of this Agreement and according to the DPH-approved budget.

3.4 Budget Amendments. If budget changes are required, ISU shall not expend or obligate any funds related to the new budget until such time as DPH approves the new budget.

### ARTICLE IV TERM

4.1 Term. This Agreement shall commence on January 1, 2023, and, unless otherwise terminated by the Parties, shall continue through June 30, 2023.

### ARTICLE V TERMINATION

5.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

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5.2 Termination for Breach. In the event either Party purportedly breaches this Agreement and fails to cure or resolve such purported breach within ten (10) business days of receiving written notice of the purported breach from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

### ARTICLE VI MISCELLANEOUS

6.1 Renewal. This Agreement may not be renewed without mutual consent by both parties.

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

6.3 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.4 Records Retention. The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation, or other action involving the records is begun before the end of the five (5) year period, the records shall be retained until all issues arising out of the action are resolved.

6.5 No Personal Liability. No member, official, director, employee, or agent of DPH or ISU shall be individually or personally liable in connection with this Agreement.

6.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DPH and ISU and their respective successors and permitted assigns.

6.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

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6.9 Notices. All written notices, requests and communications, unless specifically required to be given by a specific method may be (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery or by regular mail to the address set forth below; or (iii) sent by e-mail to the e-mail address to be provided within thirty (30) days of execution of this Agreement .; or (iv) transmitted by tele-facsimile, producing a document indicating the date and time of successful transmission, to the address or tele-facsimile number to be provided within thirty (30) days of execution of this agreement set forth below. Either Party may at any time give notice to the other Party of a change of name, address, or telephone or tele-facsimile number.

To DPH:

Illinois Department of Public Health  
Office of Health Protection  
Division of HIV/Hepatitis/STD/TB (HHST)  
HIV/AIDS Section  
525 West Jefferson, 1st Floor  
Springfield, Illinois 62761  
Tele-facsimile: 217-524-6090  
Attention: Arricka Cravens-Newingham  
[Arricka.Cravens-Newingham@illinois.gov](mailto:Arricka.Cravens-Newingham@illinois.gov)

To ISU:

Heather Winfrey-Richman  
Contract Manager  
Illinois State University  
Research and Sponsored Programs  
Campus Box 3040  
Normal, Illinois 61790-3040  
[ResearchOffice@ilstu.edu](mailto:ResearchOffice@ilstu.edu); [hwinfre@ilstu.edu](mailto:hwinfre@ilstu.edu)  
309-438-2528

6.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if (a) the sufficient State funds have not been appropriated to DPH; (b) the Governor or DPH reserves appropriated funds; or (c) the Governor or DPH determines that appropriated funds may not be available for payment. DPH shall provide notice, in writing, to ISU 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 Section will be effective upon ISU's receipt of notice.

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

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

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6.13 Confidentiality provision. The Parties shall comply with all applicable State and federal laws relating to the confidentiality of any individual health information generated, created, or reviewed in connection with the activities set forth in this Agreement including but not limited to: the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"), including the federal privacy regulations (the "Privacy Rule") and security regulations (the "Security Rule") promulgated pursuant to the Act and codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA"). In performing responsibilities under this Agreement, the Parties shall maintain the confidentiality of, and refrain from disclosing, personally identifiable health information and the identity of an individual except as permitted by law and by this Agreement.

6.14 Security for Records. Each Party shall use appropriate safeguards and security measures to prevent the unauthorized access, use, and disclosure of the Data, including maintaining and destroying Data in a manner consistent with the policies and procedures established under 42 CFR Section 2.16.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF  
PUBLIC HEALTH

BOARD OF TRUSTEES OF  
ILLINOIS STATE UNIVERSITY

[Redacted Signature]  
Sameer Vohra, MD, JD, MA  
Director

Cornie Schierman  
Executive Assistant

[Redacted Signature]  
Terri Kinzy  
President

2/15/23  
Date

2/9/2023  
Date

Reviewed and Approved  
as to legal form  
Office of General Counsel