

County of Kane  
Office of County Board  
Kane County Government Center

Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**

for  
Karen McConnaughay  
Chairman, Kane County Board

Name of Document: FY12 Illinois Tobacco-Free Communities  
#23281042

Submitted by: Health - Theresa Heaton x85149

Date Submitted: 10/13/11

Examined by: [Handwritten Signature]  
(Print name)

Record Room 3 Y

[Handwritten Signature]  
(Signature)

10-22-2011  
(Date)

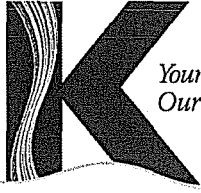
Post on Web: Yes  No  Atty. Initials KCS

Comments: Term: 7/1/11-6/30/12 Award Amt. \$139,314.00

This is an annual grant for tobacco education to  
reduce smoking in Kane County.

Chairman signed: Yes  No  \_\_\_\_\_  
(Date)

Document returned to: \_\_\_\_\_



Your Health,  
Our Commitment



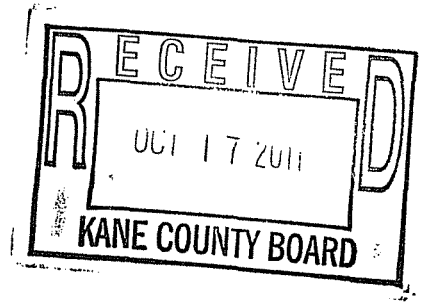
**Kane County  
Health Department**

**Paul Kuehnert, MS, RN**  
*Executive Director*

**Public Health Center**  
1240 N. Highland Avenue  
Aurora, Illinois 60506  
630.208.3801

www.kanehealth.com

**Public Health Center**  
113 S. Grove Avenue  
Elgin, Illinois 60120  
847.608.2850



**MEMO**

**TO:** Jane Tallitsch  
**FROM:** Bev Lopez  
**DATE:** October 13, 2011  
**SUBJECT:** Documents needing legal evaluation  
**TITLE:** #23281042 FY 12 Illinois Tobacco Free Communities  
**CONTACT:** Theresa Heaton x85149

- REVIEW AND COMMENT ONLY
- Contract/Grant/Agreement requiring Karen McConnaughay's signature.
- Need returned to Health Dept **As Soon As Possible**. Inadvertently was not immediately sent for signature when received.

PLEASE RETURN TO BEV LOPEZ  
K C Health Dept.  
1240 N. Highland Ave., Ste. 26  
Aurora

STATE OF ILLINOIS  
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and Kane County Health Department, 1240 North Highland Ave., Ste. 26, Aurora, IL 60506, hereinafter referred to as the "Grantee", hereby agree as follows:

**7. Authority:**

- 7.1 The Department is authorized to make this grant pursuant to a direct appropriation in the Illinois Department of Public Health budget funded through the Tobacco Settlement Recovery Fund.
- 7.2 The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the term of this grant. The Grantee represents and warrants that the grant application submitted by the Grantee is in all material aspects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain all permits, licenses or other governmental approvals that may be necessary to perform the grant services.

**8. Services:**

- 2.1 The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant agreement. The grant application submitted by Grantee related to this grant agreement and on file with the Department is hereby incorporated and made a part of this agreement.
  - 2.1.1 Conduct an Illinois Tobacco-Free Communities (ITFC) Program as described in the approved Community Intervention Plan (CIP), currently on file with the Department.
  - 2.1.2 Enforce the Smoke-Free Illinois Act, or a local ordinance that is at least as stringent as the Smoke-Free Illinois Act, through coordination with local law enforcement and the State's Attorney's Office. The enforcement activities shall include educating the public, coalitions, and businesses; monitoring the Smoke-Free Illinois complaint and enforcement system; following up on complaints; and issuing citations for witnessed violations of the Smoke-Free Illinois Act.
  - 2.1.3 Provide to the Department any proposed, newly enacted, or revised tobacco-related ordinances within their jurisdiction.
  - 2.1.4 Convene or participate in a coalition to identify tobacco prevention and control needs within the community, and shall work with the coalition to develop a coalition action plan that focuses specifically on priorities related to the tobacco goal areas and objectives of the Grantee's CIP.
  - 2.1.5 Promote the Illinois Tobacco Quitline (1-866-Quit-Yes/1-866-784-8937) within its jurisdiction. As part of the promotion effort, the Grantee must provide timely notification to the Department's vendor, American Lung Association of Illinois, of any media placement by the Grantee regarding the Illinois Tobacco Quitline.
  - 2.1.6 Implement a program that provides FDA-approved tobacco cessation pharmacotherapy (i.e., nicotine replacement therapy or prescription medication) in conjunction with Quitline counseling for residents of its jurisdiction. The Grantee shall enter a written collaborative agreement with the American Lung Association of Illinois to outline procedures and responsibilities under such program. A copy of the

of the requested expenditure changes. Revision requests MUST be in writing and MUST be received by the Department no later than 45 days before the end of the grant period. Requests received after that date will not be processed.

2.1.17 Contact the Department's ITFC staff when difficulties implementing the CIP occur or when there is a need to revise the approved CIP activities. Proposed revisions to the CIP must be approved by the Department's Tobacco Control Program Manager prior to implementation.

2.1.18 The Grantee, and all of its subsequent subcontractors, acknowledge that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright of any and works created, produced, or developed under this grant agreement, whether published or unpublished. Refer to Section 8.7 of this agreement for Use and Ownership language.

2.1.19 Submit monthly reimbursement certificates to the following address:

Illinois Department of Public Health  
Office of Health Promotion, 2<sup>nd</sup> Floor  
535 West Jefferson Street  
Springfield, IL 62761  
Attention: Tobacco Prevention and Control Program

2.2 The Grantee will not use the services of a subcontractor or subgrantee to fulfill any obligations under this agreement without the prior written consent of the Department. All subgrantees shall have an application, including a budget and project deliverables, on file with the grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subcontracts and subgrants.

2.6 In connection with the services described in Section 2.1 above, the Department will:

2.3.1 Reimburse the Grantee as described in Section 4.3 of this grant agreement.

**3. Term:**

The period of this grant agreement is July 1, 2011 through June 30, 2012; however, it may be terminated at any time during this period by either party upon written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination, the Grantee shall be paid for work satisfactorily completed prior to the date of termination.

**4. Compensation:**

4.25 The grant funds shall be in amount not to exceed a maximum amount of \$139,314.

4.26 This grant is state funded.

4.27 Subject to 4.1 above, the Department will compensate the Grantee on the following basis:

25% Partial Advance/Remainder Reimbursement

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

4.28 The Grantee will provide its services in accordance with the budget submitted in the grant application and which is on file with the Department.

6. **Public Information Requirements:**

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than fifteen (15) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager. The Grantee shall not publish, disseminate or otherwise release any promotional materials without the express written approval by the Department.

The Grantee will provide adequate advance notice pursuant to Section 5 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the event.

7. **Grant Fund Control Requirements:**

7.1 **Audits**

- A. **Standard Audit:** If the Grantee is required to obtain a Standard Audit and provide the Department with a copy of the audit report, the management letter, and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH annually for the life of the grant.
- B. **Single Audit:** If the Grantee is required to have a Single Audit performed in accordance with OMB Circular A-133, the Grantee is required to submit copies of the audit report, the data collection form, the management letter, and the SAS 114 letter, as provided for the in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in event later than nine (9) months following the end of the period for which the audit was performed. If no Single Audit is required, the Grantee is to provide IDPH with an annual letter stating a Single Audit was not required.
- C. **Audit Requirements for State Grants Audited by the Illinois Office of the Auditor General (OAG):** Grantees required by the Illinois OAG to obtain a financial audit, compliance examination, performance audit will be notified by the OAG. The Grantee shall provide the Department with a copy of any financial audit, compliance examination, Single Audit or performance audit along with the accompanying management letter, letter of immaterial findings and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit or examination was performed. The Audit Report is required to be provided to IDPH any year an audit is performed over the life of the grant.
- D. **Discretionary Audit:** The Department may, at any time, and its discretion, request a Grant-Specific Audit or other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- E. **Audit Performance:** All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards. The grantee will fully comply and cooperate with any and all audits.

7.2 **Reporting Requirements**

been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

**7.5 Due Diligence in Expenditure of Grant Funds**

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

**7.6 Monitoring**

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any documents, equipment, papers, or records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

**8. General Provisions:**

**8.1 Availability of Appropriation/Sufficiency of Funds**

This grant is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this grant, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The Grantee will be notified in writing of the failure of appropriation or a reduction or decrease.

**8.2 Audit/Retention of Records (30 ILCS 500/20-65)**

Grantee and its subcontractors shall maintain books and records relating to the performance of the agreement or subcontract and necessary to support amounts charged to the State under the agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Grantee for a period of three (3) years from the later of the date of final payment under the agreement or completion of the agreement, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay agreement costs, the Grantee and its subcontractors must retain its records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the granting Agency, the Auditor General, the Attorney General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Grantee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books and records are not available to support the purported disbursement. The Grantee or subcontractors shall not impose a charge for audit or examination of the

such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this agreement.

Equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds. During the Grant term, the Grantee must: (1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Section 2.1; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department. The Department reserves the right to inspect, at any time, such equipment and materials. All Grantee actions involving equipment and materials shall be in compliance with the applicable state and federal law.

**8.8 Indemnification and Liability**

The Grantee shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Grantee of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Grantee's negligent performance; or (c) any act, activity or omission of Grantee or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

**8.9 Independent Contractor**

Grantee shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**8.10 Solicitation and Employment**

Grantee shall not employ any person employed by the State during the term of this agreement to perform any work under this agreement. Grantee shall give notice immediately to the Agency's director if Grantee solicits or intends to solicit State employees to perform any work under this agreement.

**8.11 Compliance with the Law**

The Grantee, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this agreement. Grantee shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Grantee shall obtain at its own expense, all licenses and permissions necessary for the performance of this agreement.

**8.12 Background Check**

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Grantee's and subcontractors officers, employees or agents. Grantee or subcontractor shall reassign immediately any such individual who, in the opinion

The Grantee understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner 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.

8.20 **Termination for Cause**

The State may immediately terminate this agreement, in whole or in part, upon notice to the Grantee if: (a) the Grantee commits any illegal act; (b) the State determines that the actions or inactions of the Grantee, its agents, employees or subagreementors have caused, or reasonably could cause, jeopardy to health, safety, or property, (b) the Grantee has notified the State that it is unable or unwilling to perform the agreement or c) the State has reasonable cause to believe that the Grantee cannot lawfully perform the grant agreement

If Grantee breaches any material term, condition, or provision of this agreement, is in violation of a material provision of this agreement, or the State determines that the Grantee lacks the financial resources to perform the agreement, the State may, upon 15 days prior written notice to the Grantee, cancel this agreement. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

8.21 **Termination for Convenience**

The State may, for its convenience and with thirty (30) days prior written notice to Grantee, terminate this agreement in whole or in part and without payment of any penalty or incurring any further obligation to the Grantee. The Grantee shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this agreement up to and including the date of termination.

8.22 **Health Insurance Portability and Accountability Act Compliance**

Grantee shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to statute, 42 USC 132d, and applicable regulations, 45 CFR 160, 162, and 164, as may be promulgated or amended over time.

8.23 **Entire Agreement**

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

9. **Federally Funded General Grant Provisions:** N/A

10. **Taxpayer Status:**

I certify that:

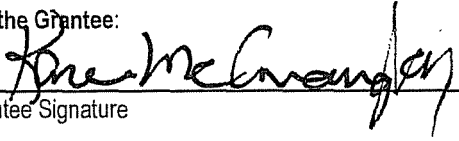
10. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
11. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and



11. Attestation:

Grantee certifies under oath that Grantee has read, understands, and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief, that the funds awarded under this grant shall be used only for the purposes described in this Agreement and that the Grantee shall be bound by the same. Grantee acknowledges that the award of Grant Funds under this Agreement is conditioned upon this certification/attestation.

For the Grantee:

  
\_\_\_\_\_  
Grantee Signature

Karen McConnaughay  
\_\_\_\_\_  
Typed Name

Kane County Board Chairman  
\_\_\_\_\_  
Title

94049-01  
\_\_\_\_\_  
Illinois Department of Human Rights Number (if applicable)

\_\_\_\_\_  
Date

For the Department:

Gail DeVito  
\_\_\_\_\_  
Recommended By

Damon T. Arnold, M.D., M.P.H.  
\_\_\_\_\_  
Director of Public Health

\_\_\_\_\_  
Execution Date