

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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DOCUMENT VET SHEET
for
Christopher J. Lauzen
Chairman, Kane County Board

RECEIVED

OCT 04 2013

KANE COUNTY BOARD

Name of Document: DOT for TB Grant Agreement Resolution No.: 13-114

Contract #: 45180011B

Submitted by: Barbara Jeffers

Dept. Head Signature: *Barbara Jeffers*

Date Submitted: 3 October 13

Dept. Head Sign-off Date: 3-Oct-13

Examined by:

Joseph Lulves
(Print name)

Joseph Lulves
(Signature)

10-10-13
(Date)

Post on the Web: YES NO Atty. Initials *JK*

Comments:

Term: 1 July 13 to 30 June 14 Amount: \$300,00.00

Directly Observed Therapy is required by the Illinois Department of Public Health for the administration of TB medication.

Chairman signed: YES NO

10/10/2013
(Date)

Document returned to: Bev Lopez/Health/1240 N. Highland, Ste. 25, Aurora
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 114

**AUTHORIZING GRANT AGREEMENTS
(KANE COUNTY HEALTH DEPARTMENT)**

WHEREAS, the Illinois Department of Public Health, Illinois Department of Human Services and Illinois State Board of Education have made grants available to the Kane County Health Department to establish and maintain various public health programs; and

WHEREAS, these grants provide ongoing funding from year to year to support Kane County Health Department programs; and

WHEREAS, the County of Kane, through its health department, wishes to apply for and accept the maximum available grants awarded by the Illinois Department of Public Health, Illinois Department of Human Services and Illinois State Board of Education; and

WHEREAS, the following list of grants has been budgeted in FY 2013 and applications will be submitted for which the overall goals are compatible with the Kane County Health Department; and

Agency	Grant	Description
Illinois Department of Public Health	Public Health Emergency Preparedness	Maintain & augment ability to respond to a public health emergency
Illinois Department of Public Health	City Readiness Initiative	Supports ability to dispense medical countermeasures to the population during a public health emergency
Illinois Department of Public Health	Tobacco Free Community	Implementation of tobacco prevention and control programs
Illinois Department of Public Health	Directly Observed Therapy	Tuberculosis control programs efforts to treat individuals diagnosed with active TB disease
Illinois Department of Public Health	Lead Poisoning Case Management with Environment Investigation Services	Lead case management and environmental investigations on children identified with elevated blood lead levels
Illinois Department of Human Services	All Our Kids Early Childhood Networks	Community based collaboration to promote positive growth and development for children birth to 8 years old and their families
Illinois Department of Human Services	Healthy Child Care Illinois	Assist with coalition and capacity building related to child health care needs and facilitate health and safety training for childcare providers
Illinois Department of Human Services	MIH Special Project HIRISK Infant Follow-up	Case management services to families with an infant diagnosed with a high-risk condition after newborn hospital discharge and/or environmental risk
Illinois State Board of Education	Early Childhood Block Grant	Coordinated services to at-risk infants and toddlers and their families

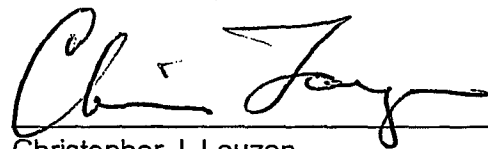
WHEREAS, the applicable expenditures have been included in the approved FY 2013 budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman be, and herby is, authorized to enter into contracts for the grants, for the acceptance of the maximum amount of revenues, with copies of said contract to be on file in the County Clerk's office.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
350.580.000.32460	IDPH Preparedness Grant	Yes	Yes	N/A
350.580.000.32490	IDPH Cities Readiness Grant	Yes	Yes	N/A
350.580.000.32590	IDPH IL Tobacco Free Comm Grant	Yes	Yes	N/A
350.580.000.32580	IDPH TB Observed Therapy Grant	Yes	Yes	N/A
350.580.000.32470	IDPH Lead Poison Case Mgmt Grant	Yes	Yes	N/A
350.580.000.32400	IDHS Early Child Network Grant	Yes	Yes	N/A
350.580.000.32430	IDHS Healthy Childcare IL Grant	Yes	Yes	N/A
350.580.000.32410	IDHS Family Case Mgmt Grant	Yes	Yes	N/A
351.580.000.32760	Kane Kares – ISBE Grant	Yes	Yes	N/A

Passed by the Kane County Board on May 14, 2013.

John A. Cunningham
 Clerk, County Board
 Kane County, Illinois



Christopher J. Lauzen
 Chairman, County Board
 Kane County, Illinois

Vote:

Yes 21
 No 0
 Voice 0
 Abstentions 0
 5GrantAgreements 0

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTHGrant Agreement

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

1. Authority:

- 1.1 The Department is authorized to make this grant pursuant to the Department of Public Health Powers and Duties Law, 20 ILCS 2310/2310-25.
- 1.2 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 will provide management for the homeless shelter outbreak including Directly Observed Therapy for TB patients and those with Latent TB Infection, as well as contact location and other services listed in section 2.1.1 through 2.1.12.*
- 1.3 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.

2. 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 *Locate (incomplete evaluation) potentially exposed individual; \$200 per individual*
 - 2.1.2 *Locate and complete evaluation of potentially exposed individual; \$500 per individual*
 - 2.1.3 *Adult diagnosed as suspected or confirmed active TB (completed evaluation); \$750 per individual*
 - 2.1.4 *Child (Less than 12 years of age) diagnosed as suspected or confirmed active TB (completed evaluation); \$825 per individual*
 - 2.1.5 *Individual diagnosed with MDR or XDR TB; \$1120 per individual*
 - 2.1.6 *Sputum culture conversion within 60 days of treatment initiation documented; \$550 per individual*
 - 2.1.7 *Directly Observed Therapy (DOT) visit for active/suspected active TB patient; \$65 per visit*
 - 2.1.8 *Directly Observed Therapy (DOT) visit for LTBI patient on 3HP treatment regimen; \$95 per visit*
 - 2.1.9 *Directly Observed Therapy (DOT) visit for LTBI patient on INH or RIF treatment regimen; \$65 per visit*
 - 2.1.10 *Completion of LTBI treatment; \$500 per individual*
 - 2.1.11 *Completion of TB treatment; \$2000 per individual*
 - 2.1.12 *Housing of suspected or confirmed active TB patient; \$750 per month*
 - 2.1.13 *The Grantee will provide a written summary quarterly report (1st, 2nd, 3rd, and 4th quarters; 1st quarter due 30 days after grant is executed, 2nd quarter due by January 15, 2014, 3rd quarter due by April 15, 2014, and 4th quarter due by July 31, 2014 of barriers and successes to locating, placing TB patients on DOT and other services listed in 2.1.1-2.1.12.*
 - 2.1.14 *The Grantee will submit reimbursement claims monthly. The first of these payment reimbursement requests may include amounts not previously submitted beginning July 1, 2013 due to delay in execution of the Agreement.*

- 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.
- 2.3 In connection with the services described in Section 2.1 above, the Department will:
- 2.3.1 Provide consultation, training and assistance to the Grantee as required.
 - 2.3.2 Provide necessary reference materials
 - 2.3.3 Conduct one on-site annual review of Grantee's progress
 - 2.3.4 The department will monitor and review quarterly reports and monitor monthly reimbursement requests for timely submission and accuracy.

3. **Term:**

The period of this grant agreement is 1 July 2013 through 30 June 2014; 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:**

- 4.1 The grant funds shall be in amount not to exceed a maximum amount of \$ \$300,000 .
- 4.2 This grant is state funded.
- 4.3 Subject to 4.1 above, the Department will compensate the Grantee on the following basis

Fee for Service

Payments to the Grantee will be based upon the grant funds, not to exceed \$300,000, and shall be reimbursed on a Fee-for-Service basis. Fee-For-Service reimbursements shall be made at the rate listed in Section 2.1.1 through Section 2.1.12 . Payment shall be initiated upon the Department's approval of the reimbursement request. Reimbursements are to be submitted on a monthly basis with the final reimbursement due no later than July 31, 2014. The first of these payment requests may include amounts not previously submitted beginning July 1, 2013 due to delay in execution of the Agreement.

- 4.4 Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the services, unless the Agreement specifically set forth items of support to be provided by the Department.
- 4.5 Grantee and any subgrantees shall not, in accordance with P.A. 096-1456, expend any grant funds paid from the State of Illinois General Revenue Funds for the following promotional items: calendars, pens, buttons, pins, magnets, and any other similar promotional items. Promotional items also include but are not limited to: gift cards, posters, and stationery.
- 4.6 **Expenditure of Grant Funds; Right to Refund**

Payment of the grant amount specified in Section 4.1 shall be made to the Grantee as specified. Grant funds provided under this Agreement must be expended only to perform the tasks set forth in Section 2.1 of this Agreement and the grant application on file with the Department. In addition to reasons set forth in other sections of this agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to this agreement; or (ii) Grant funds

have not been expended or legally obligated by a binding contractual obligation within the grant term. If the Department requires a refund under either of the above circumstances, the Grant funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective grant agreement termination date.

4.7 Grants Fund Recovery Act (30 ILCS 705/1, et seq.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within forty-five (45) days following said expiration or termination. Any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within forty-five (45) days following the expiration or termination of this Agreement. Grantee's failure to comply with any reporting requirements of the Department may result in the termination of this agreement or suspension of payments under this agreement.

4.8 Indirect Cost Rate Proposal Submission

- A. This paragraph applies only to (i) grantees who charge, or expect to charge, any indirect costs; and (ii) grantees who are allowed to charge indirect costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.
- B. Grantee who receive \$250,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds, must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than 60 days after their submission of audited financial statements, in a format prescribed by the State Agency (for example, if audited financial statements are submitted August 2014, then the Indirect Cost Rate Proposal must be submitted in October 2014).
- C. Grantees who have had an Indirect Cost Rate Proposal approved by a cognizant Federal agency must submit an Indirect Cost Rate Proposal, but the State Agency will accept that Proposal, up to any statutory, rule-based or programmatic limit.

5. Notices:

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals at the following respective addresses or to such other address as either party may from time to time designate by notice to the other party. Each such notice shall be deemed to have been provided at the time it was actually received. By giving notice, either Party may change the contact information.

to the Department: Illinois Department of Public Health
TB Program
22 Kettle River Drive
Glen Carbon, Illinois 62034
Attention: Debra Stephens, TB Nurse Consultant

to the Grantee: Kane County Health Department
1240 N. Highland Avenue
Aurora, Illinois 60506
Attention: Arlene Ryndak, Manager

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 Close-out Reports

- A. The Grantee shall provide annual close-out reports within Thirty (30) calendar days following the end of the State fiscal year or longer if specified in the program plan or rules. The format of this close-out report shall be the Consolidated Financial Report, as described in Section 7.3 below.
- B. If an audit of Grantee occurs and results in adjustments after the Grantee submits a close-out report, the Grantee shall submit a new close-out report based on audit adjustments.

7.2 Audited Financial Statements

- A. This paragraph applies only to Grantees who receive \$150,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds.
 - a. Grantees not subject to OMB Circular A-133 shall provide audited financial statements, conducted in accordance with Government Auditing Standards, within 180 days after the Grantee's fiscal year ending on or after June 30, 2014. This deadline may be extended in the discretion of the State Agency's Chief Financial Officer.
 - b. Grantees subject to OMB Circular A-133 shall provide a single audit report within 180 days after the Grantees fiscal year ending on or after June 30, 2014.
 - i. In the discretion of the State Agency's Chief Financial Officer, this deadline may be extended up to nine (9) months after the end of the Grantee's fiscal year without approval from the cognizant Federal agency.
 - ii. This deadline may be extended longer than nine (9) months after the end of the Grantee's fiscal year contingent upon approval by the cognizant Federal agency.
- B. 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.

- C. Discretionary Audit: The Department may, at any time, and at its discretion, require a financial audit, 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.
- D. 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.

7.3 Consolidated Financial Reports

- A. This paragraph applies to all Grantees, unless exempted in part or in whole by program rules, regulations or policies.
- B. Grantees shall submit Consolidated Financial Reports within 30 days after the Grantee's fiscal year ending on or after June 30, 2014. This report will be used for purposes of close out of the grant. In the event that this Agreement is terminated prior to the end of the State fiscal year, the Grantee shall provide a close-out report within sixty (60) calendar days of such termination.
- C. The Consolidated Financial Report must cover the same period as the Audited Financial Statements cover.
- D. Consolidated Financial Reports must include an opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Financial Report.
- E. Consolidated Financial Reports shall follow a format prescribed by the Department.

7.4 Reporting Requirements

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. At a minimum, the grantee shall file a quarterly report with the Department. The quarterly reports shall describe the progress of the program, project, and use and the expenditure of the grant funds provided to the grantee under this Agreement. The Department reserves the right to request revised quarterly reports or clarification to any statements made in such reports.
- B. Expenditures and Project Activity Prior to Grant Execution. If the Agreement is executed more than ninety (90) days after the beginning date of the grant term provided in grant agreement, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- C. Additional Information: Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to materials sufficient to document information provided by the Grantee.

- D. **Submittal of Reports.** Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department.

7.5 **Grant Instructions**

Upon execution of this Grant Agreement, the Grantee will receive a grant instruction package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 7.2(C) of this Grant Agreement.

7.6 **Fiscal Recording Requirements**

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

7.7 **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 and be actual and necessary expenditures; (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.

7.8 **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, policies 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.

7.9 **Effect of Failure to Comply**

The Grantee should refer to the Grant Instruction Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the reports in the format provided by the Department. Failure to comply with the reporting requirements shall result in the withholding of grant funds, the return of improper payments of Unallowable Costs. The Grantee's failure to comply with this requirement will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.

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 Grantee's books and records.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontractors and subgrants, a provision that the Department, the Attorney General, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

8.3 **Time is of the Essence**

Time is of the essence with respect to Grantee's performance of this agreement. Grantee shall continue to perform its obligations while any dispute concerning the agreement is being resolved unless otherwise directed by the State.

8.4 **No Waiver of Rights**

Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

8.5 **Force Majeure**

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the agreement without penalty if performance does not resume within thirty (30) days of the declaration.

8.6 **Confidential Information**

Each Party, including its agents and subgrants, to this agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the agreement, in whatever form it is maintained, promptly at the end of the agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8.7 **Use and Ownership**

All work performed or supplies created by Grantee under this agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all 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 venture 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 subgrantee shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

8.13 **Applicable Law**

This agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this agreement. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, agreements, or any other activity.

8.14 **Contractual Authority**

The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the agreement. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Grantee. When the Chief Procurement officer or authorized designee signs a master agreement on behalf of State agencies, only the Agency that places an order with the Grantee shall have any liability to Grantee for that order.

8.15 **Modifications and Survival**

Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Grantee's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

8.16 **Performance Record/Suspension**

Upon request of the State, Grantee shall meet to discuss performance or provide agreement performance updates to help ensure proper performance of the agreement. The State may consider Grantee's performance under this agreement and compliance with law and rule to determine whether to continue the agreement, suspend Grantee from doing future business with the State for a specified period of time, or to assess whether Grantee can be considered responsible on specific future agreement opportunities. The Department may immediately suspend a grant agreement after due consideration of any issues affecting the Grantee's performance.

8.17 **Freedom of Information Act**

This agreement and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this agreement.

8.18 **Amendments**

This Agreement may not be amended without prior written approval of both the Grantee and the Department. Any amendments must be executed by both parties no later than 30 days prior to the end of the grant term.

8.19 **Assignment**

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 subgrantees 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 this 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 Inducement Resolution

It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

8.24 Linguistic and Cultural Competency Guidelines and Assurance

The State of Illinois' Linguistic and Culturally Competency Guidelines (LCC Guideline) are incorporated into and made a part of this Agreement. The purpose of the LCC Guidelines is to improve access to culturally competent programs, services, and activities for Limited English Proficient (LEP) customers, persons who are hard of hearing or Deaf, and persons with low literacy. More information about the LCC Guidelines can be found <http://www.dhs.state.il.us/page.aspx?item=29741> (this website also has available training resources and examples).

8.25 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: NA

10. **Taxpayer Status:**

I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).
 - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
 - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
 - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
 - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
 - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

Name: _____

BusinessName: KaneCountyHealthDepartment

Taxpayer Identification Number:

Social Security Number _____

or

EmployerIdentificationNumber 366006585

Legal Status (check one):

- | | | |
|--|---|--|
| Individual | X | Governmental |
| Sole Proprietor | | Nonresident alien |
| Partnership | | Estate or trust |
| Legal Services Corporation | | Pharmacy (Non-Corp.) |
| Tax-exempt | | Pharmacy/Funeral Home/Cemetery (Corp.) |
| Corporation providing or billing medical and/or health care services | | Limited Liability Company (select applicable tax classification)
D = disregarded entity
C = corporation
P = partnership |
| Corporation NOT providing or billing medical and/or health care services | | |

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

Christopher J. Lauzen

Typed Name

Chairman, Kane County Board

Title

94049-01

Illinois Department of Human Rights Number (if applicable)

10-10-13

Date

For the Department:

Recommended By

LaMar Hasbrouck, MD, MPH
Director of Public Health

Execution Date