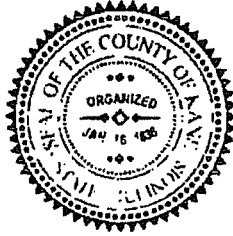


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

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

**RECEIVED**  
JUL 09 2013  
KANE COUNTY BOARD

Name of Document: Cities Readiness Initiative (CRI)

Resolution No.: 13-114

Submitted by: Barbara Jeffers, Exe. Director

Dept. Head Signature: Barbara Jeffers

Date Submitted: \_\_\_\_\_

Dept. Head Sign-off Date: 7-9-2013

Examined by:

Erin M. Gaetke  
(Print name)

Erin M. Gaetke  
(Signature)

7/12/13  
(Date)

Post on the Web: YES  NO  Atty. Initials BJ

Comments: Term 7/1/13-6/30/14 Amount \$65,882

The purpose of this grant is to fund local health departments located in CDC-designated "Cities Readiness Initiative" (CRI) areas of Illinois in the Chicago, Peoria and St. Louis Metropolitan Service Areas (MSA) to assess, prioritize, build and exercise the necessary resource elements, tasks, and functions of CDC's "Medical Countermeasure Dispensing" and "Medical Material Management and Distribution" capabilities that the Grantee needs to mitigate certain potential hazards to the Grantee's public health and healthcare system.

Chairman signed: YES  NO  7/13/2013  
(Date)

Document returned to: Barbara Jeffers  
(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.

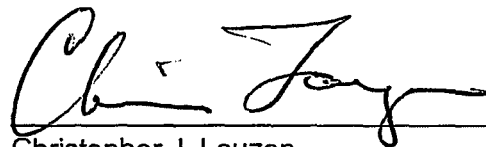
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman be, and hereby is, authorized to enter into contracts for the grants, for the acceptance of the maximum amount of revenues, with copies of said contract to be on file in the County Clerk's office.

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.

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




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

Vote:

Yes 21  
 No 0  
 Voice 0  
 Abstentions 0  
 5GrantAgreements

Fiscal Year 2014

Contract # 47180106B  
Appropriation 063-48270-1900-0200  
Federal Grant # TP12-12010CONT13

**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 N. Highland Avenue, Ste 26, 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 CDC Public Health Emergency Preparedness Cooperative Agreement TP12-120102CONT13; and *Sec 391(A) 317(K) of PHS 42 U.S.C. Sec 241A 247B.*
- 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 purpose is to fund local health departments located in CDC-designated "Cities Readiness Initiative" (CRI) areas of Illinois in the Chicago, Peoria, and St. Louis Metropolitan Service Areas (MSA) to assess, prioritize, build, and exercise the necessary resource elements, tasks, and functions of CDC's "Medical Countermeasure Dispensing" and "Medical Materiel Management and Distribution" Capabilities that the Grantee needs to mitigate certain potential hazards to the Grantee's public health and healthcare system.
- 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 **CRI AND PHEP GRANT ALIGNMENT** - The Grantee will execute and perform a separate Public Health Emergency Preparedness (PHEP) grant agreement with the Department to continue to be eligible and receive funds from this grant for services related to the Centers for Disease Control Cities Readiness Initiative (CRI). The Grantee is to plan, implement, and document the requirements of this grant in compliance with the plans and reporting required by the Grantee's PHEP grant agreement with the Department; and in line with the Centers for Disease Control and Prevention (CDC) Public Health Preparedness (PHP) Capabilities: National Standards for State and Local Planning (*here forward named PHP Capabilities National Standards*) over the five-year project period from 2012-2017. The Grantee will report and incorporate the required elements of this grant into the reporting, notification/alerting, planning, and other relevant elements of the Grantee's PHEP grant agreement, e.g., **Hazard Vulnerability Jurisdictional Risk Assessment, Capability Assessment, Strategic Plan, Annual Workplan, Quarterly Progress Report, Emergency Operations Plan, CEMP, SIREN, and Training and Exercise Plan.**
  - 2.1.2 **Three Drills** – The Grantee will conduct at least three (3) different drills (not the same drill performed

three times) as designated by the Department. At least one of the three annual drills will be an All Hazards Countermeasure Dispensing Drill or RealOpt modeling program to determine throughput. Submit documentation on these drills to the Department in the Department-designated format within 60 days, but no later than **April 15, 2014**. Due to their very narrow focus, conducting any of the three CRI drills individually does NOT meet the requirement of an annual exercise for the Grantee's separate PHEP award from the Department. To meet the requirements of the annual exercise in the separate PHEP award one or more of the CRI drills must be conducted in the broader context of exercising a PHEP capability.

- 2.1.3 **Full-Scale Exercise** – The Grantee will plan and participate jointly with the Department in one (1) full-scale exercise before the grant period ending in 6/30/2017 that demonstrates medical Countermeasure Distribution and Dispensing Elements. The Department may provide additional specific information on the exercise and the elements to be tested by the Grantee in the current Department Training and Exercise Guidance (updated annually). The joint full-scale exercise must include all other local health departments and healthcare coalitions within the CRI metropolitan statistical areas (MSA). An AAR/IP, and/or other exercise documentation must be submitted by the Grantee in the format requested by Department within 60 days after the exercise.
- 2.1.4 **POD Standards Compliance and Reporting** - The Grantee must comply with the current CDC *Point of Dispensing Standards* (POD) standards. Documentation of this compliance must be submitted to the Department ERC in the format requested by the Department no later than **April 15, 2014**.
- 2.1.5 **LTAR Progress Report** – By **April 15, 2014**, the Grantee will participate with the IDPH ERC in an SNS Local Technical Assessment Review (LTAR) Progress Report using the current version of the LTAR Progress Report tool.
- 2.1.6 **Statewide Meeting** – By June 30, 2014, the Grantee will participate in at least one statewide CRI meeting as requested by the Department.
- 2.1.7 **Training** - The Grantee will annually train appropriate staff on their roles in the Grantee's Medical countermeasures Distribution and Dispensing Plan; and send appropriate staff to at least one IDPH/CDC Regional State Medical Counter Measures Distribution and Dispensing Plan Training when offered by the Department and/or CDC. These trainings should be planned in the Grantee's updated Multi-Year Training and Exercise Plan and documented in I-TRAIN as required of the Grantee by its separate PHEP grant.
- 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 Conduct site visit(s) at least every other year to the grantee for technical assistance and grant compliance monitoring, or when requested by the Grantee or deemed necessary by the Department's ERC.
  - 2.3.2 Conduct periodic communication exercise with SIREN or Starcom21 with local health departments;
  - 2.3.3 The Department will provide specific guidance and formats for local health department exercises, training and performance measure and other types of reporting as described in this grant in a timely fashion.

- 2.3.4 The Department will provide technical support for its information technology systems required in this grant in a timely fashion.
- 2.3.5 Provide guidance to clarify these grant terms, or adapt to unforeseen emergencies and events;
- 2.3.6 Compensate Grantee as described in Section 4.3 of this grant agreement.

3. **Term:**

The period of this grant agreement is **July 1, 2013** through **June 30, 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 \$ 65,882, except;
  - 4.1.1 The Department may amend this agreement no later than December 31, 2013 to reduce the grantee's maximum funding based on the lack of previous performance. Grantee funding reduction is based on the Grantee's successful completion of last year's grant deliverables. Funding may be reduced by 10% of this year's maximum amount for any of last year's deliverable not completed. The Grantee's maximum funding reduction this year due to last year's lack of performance will not exceed 10% of the maximum grant amount. Any funding cuts will be reallocated to other local health department PHEP or CRI Grantees.
  - 4.1.2 The Department will review the Grantee's second quarterly report for this year to determine if the Grantee may be in jeopardy of reduced funding for next year due to its lack of progress on these grant deliverables. The Department will then provide the Grantee written technical assistance and guidance as needed to prevent this funding loss. After the Department's review of the Grantee's fourth quarter progress report and/or site visits, it is determined that the Grantee's funding will be reduced, a written report will be sent to the Grantee from the Department with a notice of a maximum funding adjustment for the following grant year. Funding may be reduced by 10% of next year's maximum amount if the Grantee fails to accomplish any grant requirements. The Grantee's maximum funding reduction next year due to this year's performance will not exceed 10% of next year's maximum grant amount. Any funding cuts will be reallocated to other local health department PHEP or CRI Grantees.
- 4.2 This grant is federally funded.
- 4.3 Subject to 4.1 above, the Department will compensate the Grantee on the following basis:

**Reimbursement**

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs 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.

- 4.3.1 The Grantee is required to complete and submit a Reimbursement Certification for each month of the grant period regardless of whether or not expenditures are being claimed, using the Reimbursement Certification Form provided by the Department. Reimbursement Certification Forms are to be submitted to the Department by the 15<sup>th</sup> of every month for the prior month's expenditures.
- 4.3.2 The Grantee shall document actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. Expenditures shall be itemized on the Reimbursement

Certification From in such a manner as to establish an audit trail for future verification of appropriate use of grant funds. The Grantee will maintain documentation or tangible evidence on file to document expenditures and the activities conducted and related PHP capabilities developed. While this grant requires extensive integration with existing public health activities, the Grantee must only budget and request reimbursement for necessary, reasonable, and properly allocated activities and resources to augment current activities to address PHP Capabilities National Standards. IDPH will only approve budget items and reimbursement requests that sustain, integrate, and/or build PHP capabilities and resources and relationships to meet the PHP Capabilities National Standards in accordance with this agreement, that are not already being funded from other non-PHP sources to avoid violating the PHP federal funding restrictions and regulations. Allowable costs for reimbursement must comply with the requirements of 45 CFR 92 and 2 CFR 225 (OMB Circular A-87) and IDPH Office of Preparedness and Response Training and Exercise Guidance (updated annually).

- 4.3.3 The Grantee shall submit a Budget Revision Form, provided by the Department, with any modifications to the approved Budget to be approved by the Department prior to the Grantee incurring the expense. Final Budget Revisions to the current Grant year must be submitted to the Department by **May 15, 2014**.
- 4.3.4 The Department will only reimburse for those services included in the Illinois Department of Public Health, Office of Preparedness and Response, Allowable Costs for Reimbursement.
- 4.3.5 The Grantee is required to provide a matching amount of 10% of the total grant. The Grantee shall document on the Reimbursement Certification form, the amount of matching funds or in-kind services conducted on grant deliverables or other public health emergency preparedness activities. The match must be from non-federal funds provided directly or through donations and may be cash or in-kind, fairly evaluated, including equipment, services performed, or administrative expenses to meet the requirements of the grant deliverables. Matching resources must comply with 45 CFR 92.24 and 2 CFR 225 (OMB Circular A-87).
- 4.3.6 The Grantee shall submit the Reimbursement Certification Form to the following address:

Illinois Department of Public Health  
Office of Preparedness and Response  
422 South 5<sup>th</sup> Street  
Springfield, IL 62701  
Attention: Deborah Usherwood, CDC Fiscal Grants Manager

- 4.3.7. Reimbursement forms for final expenses incurred before **June 30, 2014** must be received by the Department no later than **July 31, 2014**.

- 4.4 The Grantee will provide its services in accordance with the budget submitted in the grant application and which is on file with the Department.
- 4.5 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.
- 4.6 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.
- 4.7 **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 herein. 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.

**4.8 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.

**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  
Office of Preparedness and Response  
422 South 5<sup>th</sup> Street  
Springfield, IL 62701  
Attention: Winfred Rawls

to the Grantee: Barbara Jeffers, Executive Director  
Kane County Health Department  
1240 N. Highland Avenue, Ste. 26  
Aurora, IL 60506

**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. Publications, journal articles, and the like, produced under this agreement must bear an acknowledgment and disclaimer that provides the following information: This (publication, Journal article, etc.) was supported by the Cooperative



Agreement Number (to be determined) from the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the CDC or the Illinois Department of Public Health

## 7. Grant Fund Control Requirements:

### 7.1 Audits

- A. Standard Audit: If the Grantee is required to have a Standard Audit, the Grantee shall provide the Department with a copy of such audit reports, 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 any year an audit is performed over the life of the grant.
- B. Federal Requirements: If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide the Department with a copy of the audit report, the data collection form, the management letter, and the SAS 114 letter, as provided for 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 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. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide IDPH with an annual letter stating a Single Audit was not required.
- C. Discretionary Audit: The Department may, at any time, and in 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.
- 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.

### 7.2 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, or 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. Final Financial Status Report The Final Financial Status Report is due within forty-five (45) days following the end date stated in the Notice of Grant Award. **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 report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. 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.

a. 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.

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

c. Failure to Submit Report: In the event Grantee fails to timely submit any reports required under this Agreement, the Department withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

### 7.3 **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.

### 7.4 **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.

### 7.5 **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 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**

- A. 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.
- B. Equipment and supplies authorized to be purchased or financed with Grant Funds shall become the property of the Grantee so long as they are not diverted from the purposes for which the grant was made as described in Section 2.1 - Services.

For purposes of this Agreement, "Equipment" means tangible, nonexpendable, personal property and an acquisition cost of \$500 or more per unit.

For purposes of this Agreement, "Supplies" means all other tangible personal property other than equipment as defined above.

During the Grant term, the Grantee must: (1) use equipment and supplies 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 supplies to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and supplies 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 supplies 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 supplies without prior written approval of the Department. The Grantee shall maintain an inventory or property control record for all equipment and supplies purchased with Grant Funds. The Grantee shall properly maintain, track, use, and/or store the equipment and supplies according to applicable manufacturer's guidelines, federal and state law or rules, and Department requirements stated herein.

C. Order to Surrender Equipment and/or Supplies

The Department may issue to the Grantee an "Order to Surrender" any or all of the equipment and/or supplies in any of the following situations:

- (1) the equipment and/or supplies are no longer being used for the purpose for which the grant was made;
- (2) the Grantee ceases to exist;
- (3) the equipment and/or supplies are improperly maintained, used, tracked or stored;
- (4) the purpose of the grant shall be carried out by another entity;
- (5) the suspension or termination of the grant agreement; or
- (6) the Grantee has failed to comply with any provision of the grant agreement.

In the event the Department issues an "Order to Surrender" ("Order") the Grantee shall, pursuant to the terms of the Order:

- (1) within 30 days of the Order's issuance, or sooner if specified by the Order, present to the Department or any other entity identified by the Department, all or any of the equipment and supplies purchased or financed with Grant funds as specified by the Order,
- (2) within 90 days of the Order's issuance, or sooner if specified by the Order, refund to the Department all or any part of the amount of the Grant Funds; and
- (3) take any other action as specified in the Order.

D. Authority to Inspect and Use

The Department reserves the right to inspect any equipment or supplies (as well as the inventory or property control records described above) authorized to be purchased, acquired, or used by the Grantee under this Agreement for verification of its physical condition, usage, management or intended disposal or liquidation at any time. Should the inspection be unsatisfactory to the Department or the Grantee refuse the authority for the Department to conduct an inspection, the Department may take ownership and title in said equipment by issuing an Order to Surrender.

E. Survival

All obligations regarding use and ownership of any equipment or supplies purchased or financed under the Agreement shall survive the termination of this Agreement.

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 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 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 **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 **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:**

The Grantee must comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) that apply to it. The Grantee will report to the Department the names and total compensation of each of the Grantee's five most highly compensated executives for the preceding fiscal year if the Grantee gets 80% of its annual gross revenue from federal sources and received \$25,000,000 or more in annual gross federal revenue as defined in the Act. The Grantee must report this information to the Department by the 15<sup>th</sup> of the month following the month in which this grant was awarded, or report that these FFATA provisions do not apply to the Grantee.

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: \_\_\_\_\_

Business Name:     Kane County Health Department    

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_  
or  
Employer Identification Number     36-6006585    

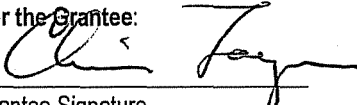
**Legal Status (check one):**

- |  |  |
|--|--|
| Individual   | <input checked="" type="checkbox"/> 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)<br>D = disregarded entity<br>C = corporation<br>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

For the Department:

Mark C. Vassmer  
Recommended By

Christopher J. Lauzen

Typed Name

\_\_\_\_\_  
LaMar Hasbrouck, MD, MPH  
Director of Public Health

Chairman, Kane County Board

Title

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

94049-01

Illinois Department of Human Rights Number (if applicable)

7-13-13

\_\_\_\_\_  
Date