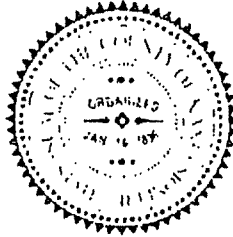


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
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Geneva, IL 60134  
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[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**  
SEP 11 2013  
KANE COUNTY BOARD

Name of Document: Authorizing A Grant Agreement With Cadence Health Resolution No.: 13-259

Submitted by: Barbara Jeffers

Dept. Head Signature: *Barbara Jeffers*

Date Submitted: 10 September 2013

Dept. Head Sign-off Date: \_\_\_\_\_

Examined by:

Joseph Lulves  
(Print name)

*Joseph Lulves*  
(Signature)

9-12-13  
(Date)

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

Comments:

The Cadence Health Grant is awarded to help support the Kane County TB Outbreak Implementation

Plan and continue to focus on the identified tuberculosis outbreak

Chairman signed: YES  NO

9/16/2013  
(Date)

Document returned to: Bev Lopez/1240 N. Highland Ave., Ste. 26, Aurora  
(Name/Department)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 259

**AUTHORIZING A GRANT AGREEMENT WITH CADENCE HEALTH**

WHEREAS, Cadence Health, an Illinois not for profit corporation has awarded the Kane County Health Department a FY13 contribution in the amount of \$40,000.00; and

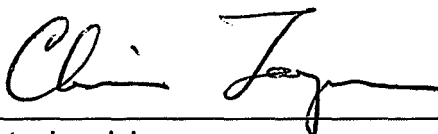
WHEREAS, the objective of this contribution is to help support the Kane County TB Outbreak Implementation Plan and continue to focus on the identified tuberculosis outbreak; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into said contribution agreement with Cadence Health.

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?
350.580.000.33900	Miscellaneous	Yes	Yes	

Passed by the Kane County Board on September 10, 2013.

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

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

Vote:  
Yes 24  
No 0  
Voice 0  
Abstentions 0

9CadenceGrant

## CONTRIBUTION AGREEMENT

This Agreement by and between **Cadence Health**, an Illinois not for profit corporation, and **Kane County Health Department** ("Grantee"), is executed and effective this \_\_\_\_ day of \_\_\_\_\_, 2013.

**WHEREAS**, Cadence Health, as an integral part of its charitable mission, has a long history of promoting efforts to improve the safety and public health of the communities it serves;

**WHEREAS**, Grantee maintains one or more programs to provide opportunities for community outreach and education and enhancing public knowledge (each a "**Community Program**"); and

**WHEREAS**, through discussion and cooperation, the parties to this Agreement have determined that a contribution as further outlined below, as a worthy means to further the charitable mission of Cadence Health while improving the safety and enhancing the health, community integrity, knowledge and overall well-being of the communities the parties serve.

**NOW THEREFORE**, in furtherance of the goals and objectives outlined above, and in consideration of the contribution to Grantee as herein set forth, the parties agree as follows:

1. Upon Grantee's execution of this Agreement, Cadence Health agrees to contribute **Forty Thousand Dollars (\$40,000.00)** (the "**Contribution Amount**") to Grantee in a lump sum to be applied toward the Community Program described on the attached and incorporated Exhibit A to this Agreement (the "**Community Program Description**").

2. Grantee further agrees to pursue diligently the development and implementation of the Community Program, and, will provide a written update with respect to its progress, and the use and application of the Contribution Amount by August 1, 2014. Grantee agrees to maintain financial and other business records that adequately demonstrate the use of the Contribution Amount exclusively for the purposes described in this Agreement.

3. Each party to this Agreement represents and warrants that it is duly authorized to enter into and perform this Agreement, and that the Agreement has been duly executed and delivered.

4. Grantee represents and warrants that it is an Illinois not-for-profit corporation, exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code, as amended (the "**Code**") and is not a private foundation within the meaning of Section 509(a)(1) of the Code.

5. All funds transferred to Grantee are transferred in trust to be used exclusively for purposes consistent with the charitable mission of Cadence Health, and as set forth in this Agreement. No portion of the Contribution Amount shall be used: (i) to make any attempt to influence legislation; (ii) to influence the outcome of any candidate for public office; (iii) to violate any law; or (iv) for the private benefit of any person.

6. In the event that Grantee is unable to develop and implement the Community Program, Grantee shall promptly notify Cadence Health, in which instance Grantee agrees that Cadence Health may direct Grantee to refund any unused portion of the Contribution Amount, or to transfer the unused portion of the Contribution Amount for another use consistent with Cadence Health's charitable mission.

7. Grantee represents and warrants that (a) Grantee is solely responsible for the operation of the Community Program and for all uses of the Contribution Amount, including all activities and programs supported by the Contribution Amount; and, (b) Cadence Health is not a sponsor of or in any way responsible for the Community Program.

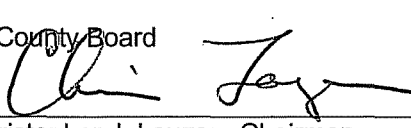
8. This Agreement constitutes the entire agreement of Cadence Health and Grantee with respect to the Contribution Amount and the Community Program, and may not be modified, waived or amended, in whole or in part, except by a writing signed by both parties. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois (without regard to its conflicts of law's provisions).

9. No provision of this Agreement shall be deemed or construed by the parties or any third person to create a joint venture or partnership among or between the parties, and there are no intended third party beneficiaries to this Agreement.

Cadence Health

By \_\_\_\_\_  
Its \_\_\_\_\_

Kane County Board

By  \_\_\_\_\_  
Its Christopher J. Lauzen, Chairman

## Exhibit A

### Community Program Description

The Kane County Tuberculosis Outbreak Implementation Plan will continue to focus on the identified tuberculosis outbreak. To date there are 45 active cases and 266 latent tuberculosis infection cases that have been linked from the outbreak. Additionally another 1,049 individuals are in need of screening due to the potential exposure to an active, infectious individual. The Kane County Tuberculosis Outbreak Implementation Plan will be utilizing best practices and strengthen impact in order to eliminate tuberculosis and maximize the extensive resources needed to control the current outbreak.

**A report on the following measurable outcomes of the program will be submitted to Cadence Health by August 1, 2014:**

The Kane County has two epidemiologists that manage tuberculosis outbreak data by utilizing the state surveillance system, Illinois National Electronic Disease Surveillance System. The Kane County Health Department will evaluate the Tuberculosis Outbreak Implementation Plan by utilizing the Illinois National Electronic Disease Surveillance System which will include, surveillance/number of active cases (epidemiologically linked and or genotyped linked), surveillance/number of latent tuberculosis cases, completion of tuberculosis treatment rate, number of cultures waiting for results, hospitalization rate and length of hospital stay rate, and infectious periods of cases.