

# 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



Name of Document: Vector Surveillance and Control Grant Agreement  
Contract 35300058A

Submitted by: Barbara Jeffers x43124/Julie Wiegel *Barbara Jeffers*

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

Examined by: Joseph Lulves  
(Print name)

*Joseph Lulves*  
(Signature)

4-11-13  
(Date)

Post on the Web: YES  NO  Atty. Initials *WLD* #13-77 Res.

Comments:  
TERM: April 1, 2013 - March 31, 2014 AMOUNT: \$138,245.00

The Vector Surveillance and Control grant provides funding for environmental surveillance, public information, human case investigation and prevention of mosquito-borne disease such as West Nile viral encephalitis and other vector-borne diseases.

Chairman signed: YES  NO  4/15/13 *clau*  
(Date)

Document returned to: Bev Lopez/Health-Aurora  
(Name/Department)



# AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-77

- Resolution
- Ordinance

Name: ACCEPTING VECTOR SURVEILLANCE AND CONTROL GRANT

Presenter/Sponsor: Barbara Jeffers, Executive Director/Health Department

Budget Information: Was this item budgeted?  Yes  No  N/A

Appropriation Amount: \$138,245.00

If not budgeted, explain funding source

**SUMMARY:** The Vector Surveillance and Control grant has a term of 4/1/2013 to 3/31/2014 which provides funding for environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis and other vector-borne diseases. The Health Department's Environmental Health staff are responsible for implementing the contract deliverables. The staff has effectively delivered these services for many years.

Attachments:

Detailed information available from:

Staff Name: Barbara Jeffers, Executive Director

Phone: 630-208-5122

### Resolution/Ordinance Tracking:

Assigned Committee: Public Health  Passed  Sent to: Finance/Budget  on: 03/19/2013

If Other, specify:

Committee Remarks:

Next Committee: Finance/Budget  Passed  Sent to: Executive  on: 03/27/2013

If Other, specify:

Committee Remarks:

Next Committee: Executive  Passed  Sent to: County Board  on: 04/03/2013

Committee Remarks:

County Board Date: 04/09/2013

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 77

**ACCEPTING VECTOR SURVEILLANCE AND CONTROL GRANT**

WHEREAS, The State of Illinois Department of Public Health is authorized to make this grant pursuant to Vector Control Law (410 ILCS); and

WHEREAS, The Vector Surveillance and Control grant provides funding for environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis and other vector-borne diseases; and

WHEREAS, the Illinois Department of Public Health has deemed the Kane County Health Department qualified again to conduct these grant deliverables and issued a contract to the Kane County Health Department in the amount of One Hundred Thirty Eight Thousand, Two Hundred Forty- Five Dollars (\$138,245.00) to conduct the deliverables specified in the contract for state Fiscal Year beginning April 1, 2013 through March 31, 2014; and

WHEREAS, to implement the project, the Kane County Health Department has included in the FY2013 budget and will include the FY2014 budget the applicable revenue and expenditure line items reflected as shown below:

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
350.580.000.32630	IDPH West Nile Virus Prev Grant	Yes	Yes	N/A
350.580.598.40000	Salaries & Wages	Yes	Yes	N/A
350.580.598.XXXXX	Benefits	Yes	Yes	N/A
350.580.598.50150	Consulting & Contractual	Yes	Yes	N/A
350.580.598.53120	Employee Mileage Expense	Yes	Yes	N/A
350.580.598.60010	Operating Supplies	Yes	Yes	N/A

NOW, THEREFORE BE IT RESOLVED by the Kane County Board that the Chairman thereof be, and hereby is, authorized to enter into a contract with the Illinois Department of Human Services for the contract period of April 1, 2013, through March 31 2014 to accept an amount not to exceed One Hundred Thirty Eight Thousand, Two Hundred Forty-Five Dollars (\$138,245.00) from the Illinois Department of Public Health for the Vector Surveillance and Control contract with copies of said contract to be on file in the County Clerk's office.

Passed by the Kane County Board on April 9, 2013.

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

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

Vote:  
Yes \_\_\_\_\_  
No \_\_\_\_\_  
Voice \_\_\_\_\_  
Abstentions \_\_\_\_\_  
4Bdgt-Vector \_\_\_\_\_

STATE OF ILLINOIS  
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and Kane County Health Department, 1240 North Highland Ave Suite 26, Aurora IL 60134 hereinafter referred to as the "Grantee", hereby agree as follows:

1. Authority:

- 1.1 The Department is authorized to make this grant pursuant to Vector Control Law (410 ILCS 95).
- 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 Vector Surveillance and Control grant provides funding for environmental surveillance, public information, human case investigation and prevention of mosquito-borne diseases such as West Nile viral encephalitis and other vector-borne diseases.
- 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. The Grantee shall follow proposed timeline and objectives as outlined in the grant application.
  - 2.1.1 Purchases
    - a. The Grantee shall purchase mosquito larval control insecticides and application equipment or contracts to conduct West Nile virus (WNV) prevention activities.
    - b. The Grantee shall provide at least some resources including, but not limited to larvicide, adulticide and educational materials, to local municipalities who are participating in a combined mosquito-borne disease prevention effort.
  - 2.1.2 Surveillance/Testing
    - a. The Grantee shall collect and ship two to five useable dead birds for WNV testing.
    - b. The Grantee shall conduct inspections of mosquito production sites by March 31, 2014.
    - c. The Grantee shall conduct mosquito surveillance and collection of mosquito samples for WNV testing. The testing period is May 1, 2013 to October 15, 2013.
    - e. The Grantee shall work with local municipal governments to reduce the risk of WNV cases through the preventive treatment of catch basins (storm sewers), ditches, old tires and other water impoundments that produce Culex mosquitoes, the vector of WNV.
    - f. The Grantee shall investigate reports of mosquito production sites such as abandoned swimming pools.

- 2.1.3 **Public Awareness**  
a. The Grantee shall work with local news media to inform the public about personal protection against WNV and other mosquito-borne diseases.  
b. The Grantee will include public information activities, investigations of mosquito nuisance complaints and epidemiological investigations of human cases of WNV and other mosquito-borne diseases.
- 2.1.4 **Training**  
Grant-supported activities may include training and licensing of personnel who will conduct the program.
- 2.1.5 The Grantee shall spend at least eighty percent (80%) of the grant funding to support or enhance a mosquito-borne disease surveillance and control program and related activities. No more than twenty percent (20%) of the grant funding may be used to conduct surveillance and prevention of non-mosquito vectors of human disease such as ticks, rodents, nuisance birds and other vectors of human diseases. Surveillance and control of non-mosquito vectors of human diseases may include epidemiological investigations, public information work and other appropriate disease-prevention activities.
- 2.1.6 The Grantee shall submit a timely electronic submission of mosquito testing data as a required component of the Grantee's responsibilities under the grant agreement for agencies that do mosquito surveillance. The Grantee shall report results of testing of adult mosquitoes to detect the presence of mosquito-borne diseases such as WNV and St. Louis encephalitis virus to the Department within five working days of test completion. The data must be submitted through the Department's Web portal or as a Department-approved spreadsheet sent via email.
- 2.1.7 The Grantee shall have personnel applying mosquito control insecticides that must be licensed as required by the Illinois Department of Agriculture. All mosquito control insecticides must be registered with the US EPA and the Illinois Department of Agriculture. Personnel must follow all pesticide label directions and manufacturer's recommendations for use and application of the insecticides as indicated on the pesticide label. The Grantee must obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Illinois Environmental Protection Agency if needed.
- 2.1.8 The Grantee shall submit four quarterly "Reimbursement Certification" forms and four quarterly "Operational Activities" reports as required by this grant. Each of the reports will be due 30 days after the respective grant quarters end: Quarter 1 – April 1 to June 30, 2013; Quarter 2 – July 1 to September 30, 2013; Quarter 3 – October 1 to December 31, 2013; and Quarter 4 – January 1 to March 31, 2014. Reimbursement reports received more than 30 days after the end of the quarter may not be processed by the Department. Reimbursement and operational activities reports will be submitted on forms provided by the Department.
- 2.1.9 Grantee requests for addition Vector Surveillance and Control grant funding will not be awarded by the Department until all reports have been received, reviewed and approved by the Department. If the Department has not received all reports by July 31, 2014, the Grantee must reimburse the Department for all grant moneys received by the Grantee and pay any legal costs and fees incurred by the Department to enforce this contract by September 31, 2014.
- 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 provide consultation and technical assistance, as necessary and compensate the Grantee.

3. **Term:**

The period of this grant agreement is **April 1, 2013** through **March 31, 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 the amount of **\$138,245.00**. Under 2. Services, 2.1.5 the grantee has the option of spending up to 20% of the grant fund to conduct surveillance and prevention of non-mosquito vectors of human disease. The grantee shall not spend more than **\$27,649.00** to conduct surveillance and prevention of non-mosquito vectors of human disease.

4.2 This grant is state funded.

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

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award in the amount of **\$ 34,561.00**. Future payments to the Grantee are subject to the Grantee's submission and certification of eligible costs incurred and any documentation as required by the Department. The Grantee shall seek reimbursement from the Department on a quarterly basis using the Department's Reimbursement Certification form. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

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  
Division of Environmental Health  
525 West Jefferson St.  
Springfield, IL 62761  
Attention: Linn D. Haramis, Ph.D.

to the Grantee: Kane County Health Department  
1240 North Highland Ave Suite 26  
Aurora, IL 60134

6. **Public Information Requirements:**

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

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

7. **Grant Fund Control Requirements:**

7.1 **Audits**

- A. **Standard Audit:** If the Grantee is required to obtain a Standard Audit and provide the Department with a copy of the audit report, the management letter, and the SAS 114 letter within thirty (30) days of the

Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH annually for the life of the grant.

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

## 7.2 Reporting Requirements

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**

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 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 **Entire Agreement**

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

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

10. **Taxpayer Status:**

I certify that:

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          

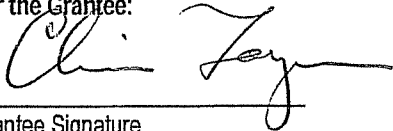
**Legal Status (check one):**

- |  |  |
|--|--|
| 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 |  |

**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:

Recommended By

Christopher 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)

4/15/2013

Date