

COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



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

RECEIVED
APR 11 2013
KANE COUNTY BOARD

Name of Document: Local Health Protection Grant

Contract #45080144B

Submitted by: Barbara Jeffers x43124 *Barbara Jeffers*

Date Submitted: _____

Examined by: Joseph Lulves
(Print name)

Joe Lulves
(Signature)

4-11-13
(Date)

Post on the Web: YES NO _____ Atty. Initials *JL*

Comments: TERM: 1 July 2013 through 30 June 2014 AMOUNT:\$348,470.00 *Res# 13-79*
The Local Health Protection Grant provides funding to assure provisions of health protection programs including infectious disease control, food protection, potable water supply and private sewage disposal in Kane County.

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

Document returned to: Bev Lopez-Health/Aurora Ste. 26
(Name/Department)



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-79

- Resolution
 Ordinance

Name ACCEPTING THE LOCAL HEALTH PROTECTION GRANT

Presenter/Sponsor: BARBARA JEFFERS X43124

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

Appropriation Amount: \$348,470

If not budgeted, explain funding source

SUMMARY: The Local Health Protection grant provides funding to assure provisions of health protection programs including infectious disease control, food protection, potable water supply and private sewage disposal in Kane County

Attachments:

Detailed information available from :

Staff Name: Barbara Jeffers

Phone: x43124

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 - 79

ACCEPTING THE LOCAL HEALTH PROTECTION GRANT

WHEREAS, the State of Illinois Department of Public Health is authorized to make this grant pursuant to Local Health Protection Grant Rule (77 Ill. Adm. Code 615); and

WHEREAS, the Local Health Protection grant provides funding to assure provisions of health protection programs including infectious disease control, food protection, potable water supply and private sewage disposal in Kane County; 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 three hundred forty eight thousand, four hundred seventy dollars (\$348,470) to conduct the deliverables specified in the contract for state Fiscal Year beginning July 1, 2013 through June 30, 2014; and

WHEREAS, to implement the project, the Kane County Health Department has included in the FY2013 budget and will be included 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 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?
350.0580.000.32520	IDPH Local Health Protection Grant	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 Public Health for the contract period of July 1, 2013, through June 30, 2014 to accept an amount not to exceed three hundred forty eight thousand, four hundred seventy dollars (\$348,470) 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 _____
4LHPgrant _____

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement

Local Health Protection Grant

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department," and Kane County Health Department, hereinafter referred to as the "Grantee," hereby agree as follows:

1. Authority:

- 1.1 The Department is authorized to make this grant pursuant to general revenue funding for the Local Health Protection Grant and in accordance with the Local Health Protection Grant Rules (77 Ill. Adm. Code 615).
- 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. This grant provides funding to ensure that basic levels of protection for Illinois residents are maintained at the community level for infectious diseases, food protection, safety of the potable water supply, and private sewage disposal.
- 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 The Grantee will ensure the provision of health protection programs including, but not limited to, infectious diseases, food protection, potable water supply, and private sewage disposal, within the Grantee's jurisdiction, in accordance with Local Health Protection Grant Rules (77 Ill. Adm. Code 615).
 - 2.1.1.1 The Grantee will conduct a comprehensive infectious diseases control program in accordance with 77 Ill. Adm. Code 615.300.
 - 2.1.1.2 The Grantee will conduct a comprehensive food protection program in accordance with 77 Ill. Adm. Code 615.310.
 - 2.1.1.3 The Grantee will conduct an effective potable water supply program in accordance with 77 Ill. Adm. Code 615.320.
 - 2.1.1.4 The Grantee will conduct an effective private sewage disposal program in accordance with 77 Ill. Adm. Code 615.330.
 - 2.1.2 The Grantee will report communicable diseases cases to the Department using the Illinois-National Electronic Disease Surveillance System (I-NEDSS) web-based system according to the time frames specified in 77 Ill. Adm. Code 690.100, in accordance with the provisions of the Control of Communicable Diseases Code (77 Ill. Adm. Code 690).
 - 2.1.3 The Grantee will maintain and publish, on websites and in other appropriate locations, 24-hour emergency contact information that the Department, hospitals, or members of the general public can

contact to promptly reach a staff person to report a suspected or actual public health incident or event, in accordance with 77 Ill. Adm. Code 615.340 (b). Grantee shall document and provide to the Department's Emergency Officer the procedure that the Department, hospitals, or members of the general public must utilize to activate this 24-hour notification system.

2.1.4 The Grantee shall maintain a current, all hazard emergency response/disaster plan for their jurisdiction, in accordance with 77 Ill. Adm. Code 615.340 (c). "All hazard" includes, but is not limited to, natural, technological, and intentionally caused emergency events, including disease outbreaks, bioterrorism, floods, severe weather, environmental and food protection incidents, and others. The emergency response/disaster plan will provide a framework for response operations of the Grantee and will outline specific actions for local response and recovery activities.

2.1.5 The Grantee will provide quarterly program statistical information, summarizing the provision of health protection programs identified in 2.1.1, to the Department, in the format specified.

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 perform the following:

2.3.1 Provide technical expertise and consultation by the Office of Health Protection and other designated staff within the Department.

2.3.2 Conduct a site visit and program review every three years in accordance with 77 Ill. Adm. Code 615.220 and the schedule developed by the Office of Health Protection.

2.3.3 Compensate Grantee as described in Section 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 an amount not to exceed a maximum amount of \$348,470.

4.2 This grant is state funded through General Revenue Funds for the Local Health Protection Grant and in accordance with the Local Health Protection Code (77 Ill. Adm. Code 615).

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

Upon execution of the grant agreement, the Department shall pay the Grantee a lump sum of \$348,470. Payments to the Grantee are subject to the Grantee's submission and reconciliation of eligible costs through quarterly reports to the Department, as described in Section 7.2 below.

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 505/1, 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 Health Protection
525 West Jefferson Street, 3rd Floor
Springfield, IL 62761
Attention: K. Allen Griffy

to the Grantee: Barbara Jeffers
Interim Public Health Administrator
Kane County Health Department
1240 North Highland Avenue
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.

7. Grant Fund Control Requirements:

7.1 Audits

- A. Standard Audit: If the Grantee is required to obtain a Standard Audit, the Grantee shall 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, or 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 may 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 subagreementor 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 subagreementors have caused, or reasonably could cause, jeopardy to health, safety, or property, (c) the Grantee has notified the State that it is unable or unwilling to perform the agreement or (d) 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 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):

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

