

BOH CONTRACT SUMMARY

- New Contract**
 Renewal
 Amended Renewal

| | | |
|---|--|-------------|
| NAME OF ORGANIZATION | Illinois Department of Public Health Public Health Emergency Preparedness Ebola Supplemental Grant | |
| EFFECTIVE DATES OF CONTRACT | 7/1/2015 – 6/30/2016 | |
| BRIEF DESCRIPTION OF CONTRACT PURPOSE | Support local health department emergency planning and response to identify and mitigate the potential spread of Ebola Virus Disease (EVD). | |
| MCDH DEPT/STAFF INVOLVED | Nursing Division and all Health Department Staff | |
| FINANCIAL TERMS | 2016 \$67,156 | 2015 \$0 |
| INDEMNIFICATION CLAUSE? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| SPECIAL ARRANGEMENTS, REQUIREMENTS, CONDITIONS | <ol style="list-style-type: none"> 1. Create a written plan for Ebola traveler monitoring and other Ebola response and response planning. 2. Develop a work plan for Ebola related activities to include health, safety, training, education, and decontamination. 3. Submit quarterly progress reports on the Comprehensive Emergency Management Planning (CEMP) site for activities performed to meet deliverables. | |

Fiscal Year 2016

Contract # : 67180168D

Appropriation : 063-48270-1900-02-00

Federal Grant #: 3U90TP000520-03S2

**STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH**

Grant Agreement

The Illinois Department of Public Health or its successor ("Department") and, McHenry County Department of Health, 2200 N. Seminary Avenue, Woodstock, IL 60098 ("Grantee"), hereby agree as follows:

1. Authority:

- 1.1 The Department is authorized to make this grant pursuant to SEC 391(A) 317(K) of PHS 42 U.S.C. SEC 241A 247B; and Contingent Emergency Response Funding, Sec. 317(a) and 317(d) of the PHS Act.
- 1.2 The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the term of this grant. The purpose of this grant is to support local health department emergency planning and response to identify and mitigate the potential spread of Ebola Virus Disease (EVD).
- 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 Grant Agreement ("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 By June 30, 2016, the Grantee will develop, complete, and post in CEMP, EVD plans concerning:
 - 2.1.1.1 Safe patient transport, and the identification of a medical provider and hospital should evaluation for EVD be needed;
 - 2.1.1.2 Ensuring daily contact with persons under active monitoring for EVD, along with specific methods of contact and reporting to IDPH;
 - 2.1.1.3 Daily contact with persons under direct active monitoring for EVD either face-to-face, or using other Department-approved methods;
 - 2.1.1.4 Actions to be taken with regard to persons under monitoring (active or direct active) for EVD who are unable to be contacted within 24 hours after arriving in the Grantees jurisdiction in line with Department guidance;
 - 2.1.1.5 Actions to be taken if persons under monitoring for EVD refuse to comply with monitoring measures prescribed by the Grantee;
 - 2.1.1.6 Medical care if a person under monitoring for EVD should exhibit symptoms consistent with EVD, including identifying in advance the hospital where a person would go and how they would be transported for evaluation and possible EVD testing and clinical management for up to 96 hours;
 - 2.1.1.7 Safe, legal, and timely EVD-related residential environmental cleanup and waste

management, including determining Grantee and partner roles and responsibilities, identified funding sources, for procuring appropriate, qualified EVD cleanup contractors.

2.1.2 The Grantee may be reimbursed for activities to complete these EVD plans, and other activities in their Department-approved work plan that are directly related to the purpose of this Grant in Section 1.2. Activities may include Ebola traveler monitoring and other Ebola response and planning, such as, supplies, Ebola responder health and safety, travel, training, and exercising, community education Ebola waste disposal/decontamination, Ebola liaison work and meetings with other agencies and non-government organizations (NGO) (e.g. CDC, IDPH, hospitals, healthcare coalitions, EMS, EMA, law enforcement, coroners, funeral directors, American Red Cross, etc.)

2.1.3 Quarterly Progress Reports -The Grantee will provide a quarterly update report on the status of their Annual work plan activities and other Department-required training and exercise data in CEMP by the end of the month following each quarter as follows:

| Quarter | Performance Period | Report due Date |
|---------|-------------------------------------|------------------|
| 1 | July 1, 2015 – September 30, 2015 | October 31, 2015 |
| 2 | October 1, 2015 – December 31, 2015 | January 31, 2016 |
| 3 | January 1, 2016 – March 31, 2016 | April 30, 2016 |
| 4 | April 1, 2015 – June 30, 2016 | July 31, 2016 |

2.2 The Grantee will not use the services of a subcontractor, excluding Operational Utilities, or subgrantee to fulfill any obligations under this Agreement without the prior written consent of the Department. Departmental approval of a budget including subcontractors or subgrantees does not constitute prior written consent for the use of such goods or services. 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 at any time during the term of the Agreement.

2.3 The Grantee will not commingle funds between separate grants or subgrants, even if the grants or subgrants are related, or the same population is being served.

2.4 In connection with the services described in Section 2.1 above, the Department will perform the following:

2.4.1 Provide guidance on request to clarify EVD plan requirements or adapt to unforeseen emergencies and events.

2.4.2 Provide technical support for CEMP use as required in this grant.

3. Definitions:

3.1 Conflict of Interest: A Conflict of Interest occurs when an individual employed by Grantee, with the authority to enter into agreements on behalf of Grantee, has a private, personal, or financial interest which conflicts, or appears to conflict, with the individual's duties and responsibilities relating to grant performance and the management and expenditure of grant funds.

3.2 Grant Funds. Funds disbursed by the Department, to the Grantee, for use solely in furtherance of performing the services required by this Agreement. Grant Funds may comprise of State or federal monies, or a combination thereof, and are subject to the Grant Funds Recovery Act.

- 3.3 Grant Instructions. The Instructions provided to Grantee set forth the Grantee's reporting requirements and all other requirements under this Agreement. Failure to comply with the requirements set forth in the Grant Instructions will be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement.
- 3.4 Operational Utilities. Utilities required for basic operational functions, without which Grantee's ability to perform under the Agreement would be substantially hindered. Operational utilities are electricity, gas, heat, air conditioning, water, cable, telephone, and internet. Rent is not considered an operational utility, and Grantee is not required to disclose its landlord or lessor to the Department even if Grantee uses the rented space for more than performance of this Agreement.
- 3.5 Party: A signatory to this Agreement. A subcontractor or subgrantee is not considered a Party.
- 3.6 Subcontractor: A third party, not a party to this Agreement, who provides or tenders goods of any kind, or performs services of any kind, for the Grantee.
- 3.7 Subcontractor and Subgrantee Authorization Form: The form a Grantee is required to submit when requesting the Department's written consent to utilize the services of a subcontractor (other than an Operational Utility) or subgrantee. The use of subcontractors and subgrantees is prohibited until the Grantee has submitted this form and received written approval from the Department, even if subcontractors or subgrantees are listed in an approved budget. Use of a subcontractor or subgrantee without the Department's prior written approval may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement. The Subcontractor and Subgrantee Authorization Form may be submitted at any time before or during the term of the Agreement, and may be submitted as often as needed when new subcontractors and subgrantees are identified.
- 3.8 Subgrantee: A third party, not a party to this Agreement, who performs services on behalf of the Grantee in furtherance of Grantee's performance of the services described herein during the term of this grant.

4. Term:

The period of this grant agreement is July 1, 2015 through June 30, 2016; 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.

5. Compensation:

- 5.1 The grant funds shall be in amount not to exceed a maximum amount of \$ 67,156.00.
- 5.2 This grant is federally funded.
- 5.3 Subject to 5.1 above, the Department will compensate the Grantee on the following basis:

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of actual and necessary eligible costs in conformity with approved budget and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of actual and necessary eligible costs and cash amount requested for reimbursement of those costs. The Grantee is required to complete and submit a Reimbursement Certification for each month of the grant period regardless of whether or not expenditures are being claimed, using the Reimbursement Certification Form provided by the Department. Reimbursement Certification Forms are to be submitted to the Department by the 15th of every month for the prior month's expenditures. The Grantee shall document actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. Expenditures

shall be itemized on the Reimbursement Certification Form in such a manner as to establish an audit trail for future verification of appropriate use of grant funds. The Grantee will maintain documentation or tangible evidence on file to document expenditures and the activities conducted and related PHP capabilities developed. While this grant requires extensive integration with existing public health activities, the Grantee must only budget and request reimbursement for necessary, reasonable, and properly allocated activities and resources to augment current activities to address the grant's purpose of Ebola planning and response. IDPH will only approve budget items and reimbursement requests that sustain, integrate, and/or build PHEP capabilities and resources and relationships to meet this grant's purpose that are not already being funded from other non-PHEP sources to avoid violating federal funding restrictions and regulations. Allowable costs for reimbursement must comply with the requirements of 45 CFR 75 and 2 CFR 200, this grant's application budget instructions. The Grantee shall submit the Reimbursement Certification Form to the following address:

Illinois Department of Public Health
Office of Preparedness and Response
422 South 5th Street
Springfield, IL 62701
Email: Deborah.Usherwood@illinois.gov
Attention: Deborah Usherwood, CDC Fiscal Grants Manager

- 5.4 The Grantee will expend Grant Funds awarded under this Agreement in accordance with the budget approved and on file with the Department. Departmental approval of a budget including subcontractors or subgrantees does not constitute prior written consent for the use of such services. Rather, the Grantee shall utilize a Subcontractor and Subgrantee Authorization Form to receive prior written consent pursuant to Section 2.2 of this Agreement.
- 5.5 Upon Departmental approval of Grantee's budget, the budget shall be incorporated as an appendix to this Agreement. Deviations from the approved budget may not be made without prior written approval from the Department. Approved deviations will be incorporated as an amendment to the budget but will not require an amendment to the Agreement. The Grantee shall submit a Budget Revision Form, provided by the Department, with any modifications to the approved Budget to be approved by the Department prior to the Grantee incurring the expense. Final Budget Revisions to the current Grant year must be submitted to the Department by May 15, 2016.
- 5.6 The Grantee will not commingle funds between separate grants or subgrants, even if the grants or subgrants are related, or the same population is being served.
- 5.7 Grantee, through its agents, employees, and contractors, and any subgrantees and subcontractors, will provide all equipment, supplies, services, and other items of support which are necessary for the effective performance of the services required by Section 2.1 of this Agreement, unless the Agreement specifically sets forth items of support to be provided by the Department.
- 5.8 Grantee and any approved subgrantees shall not expend any Grant Funds paid from State of Illinois Funds for promotional items unless the Department's grant manager has given written permission to do so. Promotional items include but are not limited to: calendars, pens, buttons, pins, magnets, gift cards, posters, and stationery.
- 5.9 **Expenditure of Grant Funds; Right to Refund**
- Payment of the grant amount specified in Section 5.1 shall be made to the Grantee as specified herein and in accordance with the approved budget on file with the Department.

Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in Section 2.1 of this Agreement and in the grant application on file with the Department. In addition to reasons set forth in other sections of this Agreement, the Grantee must refund the Department 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 Agreement termination date.

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

This Agreement and all subgrant agreements awarded pursuant to this Agreement are 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.

5.11 **Indirect Cost Rate Proposal Submission**

5.11.1 This paragraph applies only to Grantees who (i) charge, or expect to charge, any indirect costs; and (ii) have received express written permission from the Department to charge indirect costs under federal or State statutes, State administrative rules, and agency or program rules, regulations, and policies.

5.11.2 Grantees who receive \$250,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether State or federal funds, in accordance with federal regulations, must submit an Indirect Cost Rate Proposal ("Proposal") for approval no later than sixty (60) days after their submission of audited financial statements in a format prescribed by the State Agency (for example, if audited financial statements are submitted August 2016, then the Proposal must be submitted in October 2016).

5.11.3 Grantees who have had a Proposal approved by a cognizant Federal agency must submit a Proposal, but the State Agency will accept that Proposal, up to any statutory, rule-based or programmatic limit.

6. **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 delivery. Notices shall be sent to the individuals at the following respective addresses, including e-mail 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 received. By giving notice, either Party may change the contact information.

to the Department: Illinois Department of Public Health
Office of Preparedness and Response
422 S. Fifth St.,
Springfield, IL 62701
Office: (217) 558-0560

Email: Winfred.rawls@illinois.gov
Attention: Winfred Rawls, OPR Deputy Director

to the Grantee : McHenry County Department of Health
2200 N. Seminary Avenue,
Woodstock, IL 60098
Attention: Keri Zaleski
Other

7. Public Information Requirements:

For the duration of the Agreement, the Grantee will prominently acknowledge the Department's participation as a partner in all grant-related press releases, publications, and promotional materials presented to the media or otherwise disseminated or published. The Grantee must provide the Department with copies of any proposed press releases, publications, and promotional materials at least fifteen (15) days before these materials are disseminated. Grantee will submit copies of any press releases, publications, and promotional materials to the Department's Program contact person(s). The Grantee shall not publish, disseminate, or otherwise release any promotional materials without first receiving the Department's express written approval.

The Grantee will provide adequate and reasonable advance notice of promotional events such as open houses, dedications, or other planned publicity events, and will coordinate with the Department 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.

8. Grant Fund Control Requirements:

8.1 Close-out Reports

8.1.1 The Grantee shall provide annual close-out reports within sixty (60) calendar days following the end of the grant term.

8.1.2 If an audit of Grantee occurs and results in adjustments after the Grantee submits a close-out report, the Grantee shall submit a new close-out report based on audit adjustments. This new close-out report shall be submitted no later than the deadline the Department provides following the audit.

8.2 Audited Financial Statements

8.2.1 This paragraph applies only to Grantees who receive \$150,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether State or federal funds.

a. Grantees not subject to OMB Uniform Grant Guidance shall provide audited financial statements, conducted in accordance with Government Auditing Standards, within one hundred-eighty (180) days after the Grantee's fiscal year ending on or after June 30, 2016. This deadline may be extended in the discretion of the Department's Chief Financial Officer.

b. Grantees subject to OMB Uniform Grant Guidance shall provide a single audit report within one hundred-eighty (180) days after the Grantee's fiscal year ending on or after June 30, 2016.

(i) In the discretion of the Department's Chief Financial Officer, this deadline may be extended up to nine (9) months after the end of the Grantee's fiscal year without approval from the cognizant Federal agency.

(ii) This deadline may be extended longer than nine (9) months after the end

of the Grantee's fiscal year contingent upon approval by the cognizant Federal agency.

- 8.2.2 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 of this requirement by the OAG. The Grantee shall provide the Department with a copy of any financial audit, compliance examination, Single Audit, or performance audit conducted, 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 must be provided to the Department for any year in which an audit is performed over the life of the grant.
- 8.2.3 Discretionary Audit: The Department may, at any time, and at its sole discretion, require a financial audit, a grant-specific audit, or any 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.
- 8.2.4 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.

8.3 Consolidated Financial Reports

- 8.3.1 This paragraph applies to all Grantees, unless exempted in part or in whole by program rules, regulations or policies.
- 8.3.2 If requested by the Department, Grantees shall submit Consolidated Financial Reports within sixty (60) days after the Grantee's fiscal year ending on or after June 30, 2016. This report will be used for purposes of closing out the grant. In the event that this Agreement is terminated prior to the end of the State fiscal year, the Grantee shall provide a close-out report within sixty (60) calendar days of such termination.
- 8.3.3 The Consolidated Financial Report and the Audited Financial Statements must cover the same period of time.
- 8.3.4 Consolidated Financial Reports must include an opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Financial Report.

8.4 Reporting Requirements

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

- 8.4.1 Department Defined Reporting Timelines. A Grantee receiving a grant award of \$25,000 or less shall file reports pursuant to the timeline defined by the Department. The report(s) shall describe the progress of the program, Project, and the use and expenditure of Grant Funds provided to the Grantee under this Agreement. The Department reserves the right to request revised reports or clarification of any statements made in such reports.
- 8.4.2 Quarterly Report. At a minimum, a Grantee receiving a grant award of more than \$25,000 shall file a quarterly report with the Department. The quarterly report(s) shall describe the progress of the program, Project, and the use and expenditure of Grant

Funds provided to the Grantee under this Agreement. The Department reserves the right to request revised quarterly reports or clarification of any statements made in such reports.

8.4.3 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 the Agreement, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department. The Reports must account for expenditures and Project activity incurred from the beginning of the grant term 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 received and approved by the Department.

8.4.4 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.

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

8.5 Grant Instructions

Upon execution of this Agreement, the Grantee will receive Grant Instructions 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 8.9 of this Agreement. Failure to comply with the reporting requirements may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement pursuant to Section 8.9 and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

8.6 Fiscal Recording Requirements

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this grant, including those expended by 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 ensure that Grant Funds have been appropriately expended. The Grantee must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

8.7 Due Diligence in Expenditure of Grant Funds/Conflicts of Interest

8.7.1 Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement and be actual and necessary expenditures; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

8.7.2 An actual or potential Conflict of Interest between Grantee and subgrantee(s) or subcontractor(s) existing prior to execution of this Agreement must be disclosed to the

Department as part of the grant application. An actual or potential Conflict of Interest between Grantee and subgrantee(s) or subcontractor(s) arising after execution of this Agreement must be disclosed to the Department within ten (10) days of discovery. Grantee must obtain express written permission to work with a subgrantee or subcontractor with whom it has an actual or potential conflict of interest. Failure to obtain such express written permission may be considered a material breach of the Agreement and may result in termination of the Agreement and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

8.8 Monitoring

The grant will be monitored for compliance in accordance with the terms and conditions of the Agreement, together with appropriate programmatic rules, regulations, policies and/or guidelines that the Department promulgates or implements. The Grantee must permit any authorized Department agent to access and examine any and all grant-related documents, equipment, papers, or records, whether in hard copy or electronic, which support Grantee's performance of services under this Agreement.

8.9 Effect of Failure to Comply

The Grantee should refer to the Grant Instructions and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the reports in the format provided by the Department. Failure to comply with the reporting requirements shall result in the withholding of Grant Funds and/or the recovery of improper payments of Unallowable Costs. The Grantee's failure to comply with this requirement will be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement and initiation of proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with the reporting requirements of Section 8.4 and 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.

9. General Provisions:

9.1 Availability of Appropriation/Sufficiency of Funds

This grant is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this grant, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Department (or sufficient Federal funds have not been made available to the Department by the Federal funding source), (ii) the Governor or the Department reserves appropriated funds, or (iii) the Governor or the Department determines that appropriated funds (or Federal funds) may not be available for payment. The Department shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this grant as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon Grantee's receipt of notice.

9.2 Audit/Retention of Records (30 ILCS 500/20-65)

Grantee and its subgrantees shall maintain all books and records relating to the performance of the Agreement or subgrant and necessary to support amounts charged to the State under the Agreement or subgrant. 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 date of final payment under the Agreement or completion of the Agreement, whichever is later, and by the subgrantor for a period of three (3) years from final payment under the term or completion of the subgrant, whichever is later. If federal funds are used to pay Agreement costs, the Grantee and its subgrantor(s) must retain 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 subgrantor(s) shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records sufficient to support purported disbursements, as 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. Neither Grantee nor subgrantor(s) shall 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 subcontracts and subgrants, a provision that the Department, the Attorney General, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access and the right to examine any and all of subgrantee's grant-related documents, equipment, papers, or records, whether in hard copy or electronic, which support Grantee's performance of services under this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic). Further, any such subgrantor shall be governed by the same requirements as those the Grantee is subject under this Agreement.

9.3 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.

9.4 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.

9.5 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.

9.6 Confidential Information

Each Party, including its agents and subgrantors, 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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 Department's director if Grantee solicits or intends to solicit State employees to perform any

work under this Agreement.

9.11 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. Grantee and its subgrantees shall (i) be registered with the federal System for Award Management (“SAM”) if seeking a grant award that is partially or fully paid by federal funds; (ii) be in good standing as a not-for-profit 501(c)(3) corporation, eligible to receive tax-deductible charitable donations, if applicable; (iii) be in good standing with the Illinois Secretary of State; and (iv) have a valid Data Universal Number System (DUNS) number. It is Grantee’s responsibility to remain current with these registrations and requirements. If Grantee’s status with regard to any of these requirements changes, Grantee’s registration or standing lapses, Grantee’s 501(c)(3) status is revoked, or Grantee in any other way becomes non-compliant with these requirements, Grantee must notify the Department, in writing, within five (5) business days of its change in status.

9.12 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 subcontractor’s officers, employees or agents. Grantee or subgrantee shall immediately reassign any such individual who, in the opinion of the State, does not pass the background checks.

9.13 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.

9.14 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.

9.15 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.

9.16 Performance Record/Suspension

Upon request of the Department, Grantee shall meet to discuss performance or provide Agreement performance updates to help ensure proper performance of the Agreement. The Department may consider Grantee's performance and compliance with all applicable laws, under this or any other current grant agreement with the Department, in determining whether to continue the Agreement and assessing Grantee's eligibility to receive future grants. After due consideration of any non-performance or non-compliance with the requirements outlined in the Grant Instructions Packet, including failure to perform or comply, under this Agreement or any other current grant agreement with the Department, the Department may, at its sole discretion, immediately suspend this Agreement or any other current grant agreement between Grantee and the Department. Suspension under this Section shall be effective upon Grantee's receipt of notice.

9.17 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.

9.18 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 thirty (30) days prior to the end of the grant term.

9.19 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.

9.20 Termination for Cause

The Department may terminate this Agreement, in whole or in part, if: (i) the Grantee commits any illegal act; (ii) the Grantee breaches any material term, condition, or provision of this Agreement or is in material violation of a provision of this Agreement; (iii) the Department determines that the Grantee lacks the financial resources to perform this Agreement; (iv) the Department determines that the actions or inactions of the Grantee, its agents, employees, subcontractors, or subgrantees have caused, or reasonably could cause, jeopardy to health, safety, or property; (v) the Grantee has notified the Department that it is unable or unwilling to perform the Agreement; (vi) the Department has reasonable cause to believe that the Grantee cannot lawfully perform the Agreement; or (vii) the Grantee's performance under any other current grant agreement causes the Department to reasonably believe that the Grantee is unable to perform the Agreement.

Termination under this section, whether in whole or in part, shall be effective upon Grantee's receipt of notice. For termination due to any of the causes contained in this Section, the Department retains its rights to seek any available legal or equitable remedies and damages.

9.21 Termination for Convenience

The Department 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 may, for its convenience and with

thirty (30) days prior written notice to the Department, terminate this Agreement in whole or in part and without incurring any penalty or being required to provide any additional services under the Agreement; however, all close-out reports and other required reports must still be filed timely.

Following termination for convenience by either Party, the Grantee shall be entitled to compensation upon (i) submission of invoices and proof of claim for supplies appropriately purchased and services properly provided in compliance with this Agreement up to and including the date of termination; and (ii) submission of all required reports.

9.22 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 U.S.C 132d, and applicable regulations, 45 C.F.R 160, 162, and 164, as may be promulgated or amended over time.

9.23 Inducement Resolution

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

9.24 Linguistic and Cultural Competency Guidelines and Assurance

The State of Illinois' Linguistic and Culturally Competency Guidelines (LCC Guideline) are incorporated into and made a part of this Agreement. The purpose of the LCC Guidelines is to improve access to culturally competent programs, services, and activities for Limited English Proficient (LEP) customers, persons who are hard of hearing or Deaf, and persons with low literacy. More information about the LCC Guidelines can be found at <http://www.dhs.state.il.us/page.aspx?item=66602> (this website also has available training resources and examples).

9.25 Entire Agreement

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

10. Federally Funded General Grant Provisions: This Section is applicable to grants supported by federal funds

10.1 Grantee certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Grantee further certifies that it will include this certification within every subgrant related to the performance of this Agreement.

10.2 The federal whistleblower protections of 41 U.S.C. 4712 apply to all Grantee employees, contractors, and subgrantees working in relation to this Agreement. Grantee certifies that in accordance with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, Grantee will (i) inform its employees working on this grant that they are subject to the whistleblower rights and remedies of the pilot program; (ii) inform its employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and (iii) include this certification and requirements in any agreement made with a contractor or subgrantee.

10.3 This grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards Title 45 Code of Federal Regulations, Part. 75.

11. 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: McHenry County Department of Health

Business Name: McHenry County Department of Health

Taxpayer Identification Number:

Social Security Number:

or

Employer Identification Number: 36-6006623

Legal Status: Governmental

12. 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:

For the Department:

Grantee Signature

Mark C. Vassmer

Recommended By

Typed Name

Nirav D. Shah, M.D., J.D.
Director of Public Health

Title

Execution Date

Illinois Department of Human Rights Number (if applicable)

Date