

Contract Form D (1/04)
Fiscal Year 2010

Contract # 05380187
Appropriation 360-48250-1900-00-00

LEAD
3418

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement: Local Health Department

Lead Poisoning Case Management With Environmental Investigation Services

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and Vermilion County Health Department, 200 South College, Danville, Illinois 61832, hereinafter referred to as the "Grantee", hereby agree as follows:

1. Services:

1.1. The Grantee, hereby designated a delegate agency for the purpose of implementing the provisions of the Lead Poisoning Prevention Act [410 ILCS 45/1] and the Lead Poisoning Prevention Code (77 Ill. Adm. Code, Part 845) as now stated and hereafter amended, 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:

1.1.A. The Grantee will provide childhood lead poisoning prevention services, in accordance with the Lead Poisoning Prevention Act, for the children in the Grantee's jurisdiction.

1.1.B. The Grantee will provide case management for children identified with a confirmed blood lead level at or above 10 micrograms per deciliter using the appropriate, available case management services and Department guidelines.

1.1.C. The Grantee will participate in public awareness and education campaigns, regarding the problem of lead poisoning, by providing information to local media, community organizations, and other agencies.

1.1.C.1. All materials for publication must be approved by the Department prior to printing, broadcast or publication. Upon approval by the Department, all brochures, booklets, flyers, journal articles, programs, advertisements (including print and out-of-home), multimedia presentations, videos, and other printed or electronic materials (including, but not

limited to, Web sites), prepared with funds from this grant must include the following statement:

Funding for this (event, publication, etc.) was made possible by funds received from the Illinois Department of Public Health.

- 1.1.D. The Grantee will ensure that staff assigned to the Lead Poisoning Prevention Case Management Program has received appropriate training, including, but not limited to, the Lead Training Workshop
- 1.1.E. The Grantee will use the STELLAR System, provided by the Department, to collect and submit follow-up data including medical management, environmental inspections and mitigation, or abatement data, to the Department, for monitoring the delivery of services.
- 1.1.F. The Grantee will provide quarterly reports and annual surveillance data, upon request, using the STELLAR System.
- 1.1.G. The Grantee will coordinate with the Department's regional sanitarians to ensure environmental investigations are provided, as required, for children.
- 1.1.H. The Grantee will, through use of the Department's Division of Laboratories, provide screening and analysis of blood specimens of Illinois Department of Healthcare and Family Services (HFS) eligible children. Whenever possible, the Grantee will use the Division of Laboratories services for private pay clients.
- 1.1.I. The Grantee will maintain closed case records for a period of two (2) years following the close of a successful audit. Medical records shall be maintained for the life of the client.
- 1.1.J. The Grantee will complete an environmental investigation and provide follow-up services for children:
 - 1.1.J.1. Age 36 months or less with a confirmed blood lead level at or greater than 10 micrograms per deciliter of blood
 - 1.1.J.2. Age 37 months or older with a confirmed blood lead level at or greater than 20 micrograms per deciliter of blood, or

1.1.J.3. Age 37 months or older with a confirmed blood lead level of 15 micrograms per deciliter of blood, whose physician requests an inspection to determine if the child should be removed from the dwelling or building due to a lead hazard

1.1.K. Grantee shall submit environmental investigation information on an electronic reimbursement form, provided by the Department, for each dwelling investigation, reporting the following minimum information for each dwelling investigation:

1.1.K.1. Case Identification Number

1.1.K.2. Child's Name, Date of Birth, Address

1.1.K.3. Child's Medicaid Eligibility Status and Date of Medicaid Billing if Applicable

1.1.K.4. Date of Referral of Elevated Blood Lead Level

1.1.K.5. Date of Initial Inspection

1.1.K.6. Date of Mitigation Notice

1.1.K.7. Date of Mitigation Plan Acceptance

1.1.K.8. Date of Certificate of Compliance, or Stipulation Agreement, or Enforcement Referral

1.2. The Department shall:

1.2.A. Provide results of blood lead analysis performed by state and reference laboratories for children residing in the Grantee's jurisdiction and reported in the STELLAR system.

1.2.B. Provide training and consultation to Grantee's staff who provide follow-up guidance, nutrition counseling, and prevention counseling to families.

1.2.C. Provide materials to assist the Grantee in providing public awareness and education.

1.2.D. Provide training and technical assistance in the implementation of the STELLAR System for management of cases of elevated blood lead levels.

1.2.E. Review and evaluate the Grantee's Lead Poisoning Prevention Program to determine program compliance and provide technical assistance.

1.2.F. No aspect of this grant agreement may be assigned to any other entity without prior written approval of the Department.

1.2.G. In connection with the services described in 1.1, the Department will pay the Grantee pursuant to Section 3 herein.

2. **Term:** The period of this grant agreement is July 1, 2009 through June 30, 2010; 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.

3. **Compensation:**

3.1. The grant award shall be an estimated amount of \$7,000.

3.2. Any and all obligations of the Department will cease immediately without penalty of further payment or any other penalty being required if the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this grant agreement.

3.3. The Department will compensate the Grantee on the following basis:

3.3.A. Payment to the Grantee shall be calculated quarterly by the Department based upon the information in the monthly report for services provided via electronic reimbursement form. The Department will pay the Grantee \$7.00 per blood specimen for specimens submitted to the Department's Division of Laboratories to be analyzed for lead. These funds shall be used to provide follow-up for all children identified in the Grantee's jurisdiction.

3.3.B. A charge of \$25.75 per blood specimen analyzed by the Division of Laboratories for children whose family income exceeds the eligibility guidelines for the Supplemental Food Program for Women, Infants, and Children (WIC), 185% of the federal poverty guidelines, shall be assessed to the Grantee. It is assumed this amount will be collected from the patient and retained by the Grantee.

3.3.C. The Department will compensate the Grantee for completion of services specified in section 1.1.J on the following bases:

3.3.C.1. Payments for children identified under section 1.1.J.1. shall be calculated quarterly by the Department based on the electronic reimbursement information provided by the Grantee as identified in section 1.1.J.1; payment for the services shall be made at the

rate of \$50.00 per reportable area for a total not to exceed \$400.00 per case.

3.3.C.2. Payments for children identified under sections 1.1.J.2, and 1.1.J.3. shall be:

3.3.C.2.a. \$41.30 for each report of initial environmental inspection (limit one inspection per property) to determine the source of lead hazard for non-Medicaid eligible children. Requests for payment for environmental re-inspection for Medicaid eligible children MUST be submitted to the Illinois Department of Healthcare and Family Services;

3.3.C.2.b. \$118.70 for each inspection report (limit one per property) where a property owner is provided appropriate information on mitigation/abatement procedures to ensure that mitigation/abatement is provided according to the Department's protocols;

3.3.C.2.c. \$90.00 for each certificate of compliance issued to the property owner or for non-compliance cases submitted to the county state's attorney for corrective legal action.

3.4. The Grantee will provide its services in accordance with a budget on file with the Department.

3.5. The Grantee shall submit all required documentation to the following address electronically:

Illinois Department of Public Health
Office of Health Protection
525 West Jefferson Street, 3rd Floor
Springfield, IL 62761
Attention: Sam Churchill

3.6. The final request for reimbursement shall be submitted within 30 days after the end of the grant period. The Department may not be able to process reimbursement requests more than 30 days after the end of the grant period due to the close of the appropriation lapse period.

3.7. Any grant funds held by the Grantee at the end of the grant agreement period which remain unspent or undocumented shall be returned to the Department within 30 days after the end of the grant agreement period.

4. **Notices:** All legal notices required or desired to be made by either party to this grant agreement shall be sent by certified mail return receipt requested to the following respective addresses or to such other address as either party may from time to time designate by notice to the other party:

to the Department:

Illinois Department of Public Health
Office of Health Protection
525 West Jefferson Street, 3rd Floor
Springfield, IL 62761
Attention: Sam Churchill

to the Grantee:

Public Health Administrator
Vermilion County Health Department
200 South College
Danville, IL 61832

5. **Taxpayer Identification Number:**

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).

Name of entity: Vermilion County Health Department
(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Taxpayer Identification Number:

Employer Identification Number 37-6002224

Legal Status (check one):

- Individual
- Sole Proprietor
- Partnership/Legal Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Other: _____

- Governmental
- Nonresident alien
- Estate or trust
- Pharmacy (Non-Corp.)
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Limited Liability Company (select applicable tax classification.)
 - D = disregarded entity
 - C = corporation
 - P = partnership

6. **Basic Grant Terms:** The parties understand and agree that the attached Basic Grant Terms are fully incorporated herein by reference and are binding upon both parties hereto.

For the Grantee:

Stephen Lopez 06/16/09
Grantee Signature/Date Signed

Stephen Lopez
Typed Name

Public Health Administrator
Title

For the Department:

[Signature]
Recommended by
Damon D. Arnold, M.D., MPH
Damon D. Arnold, M.D., M.P.H.
Director
6/22/09
Execution Date

111149-00
Illinois Department of Human Rights
Number (if applicable)

CERTIFICATIONS

LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

1. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
2. Vendor is not in default on an educational loan (5 ILCS 385/3).
3. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
4. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
5. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
6. If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
7. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
8. Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
9. Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.
10. Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
11. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
12. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
13. Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
14. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

15. Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).
16. Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
17. Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
18. Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
19. Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
20. Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
21. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
22. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
23. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
24. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
25. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
 - a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
 - b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).

- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

26. Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

VENDOR (show Company name and DBA)

Vermilion County Health Department

Signature

Stephen Laker

Printed Name Stephen Laker

Title Public Health Administrator Date 6/16/09

Address 200 S. College Suite A

Danville, IL 618732

BASIC GRANT TERMS: LOCAL HEALTH DEPARTMENT

1. **Applicable Law:** This grant agreement shall be governed in all respects by the laws of the State of Illinois and is subject to the limitations of the Department's appropriated funds. Further, the provisions of these basic terms also parallel the sound policy of the referenced laws concerning agreements, other than grants, with the State. If any provision of this grant agreement is in conflict with any statute, law, or rule of any governmental entity, then that conflicting provision shall be deemed null and void only to the extent of the conflict and without invalidating the remaining provisions of the grant agreement.
2. **Subcontractor:** The Grantee will not use the services of a subcontractor to fulfill any obligations under this grant agreement without the prior written consent of the Department. The Department reserves the right to review all subcontracts.
3. **Audit Requirements**
 - 3.1 The Grantee is responsible for meeting the audit requirements of the Fiscal Control and Internal Auditing Act, 30 ILCS 10/Act, and for compliance with the federal OMB Circular A-133 to contract with an independent accounting firm to perform an organization-wide audit. The Grantee will provide a copy of the audit to the Department. The Grantee will maintain complete records of all services, receipts, and disbursements relative to this grant agreement, insofar as these records support the audit.
 - 3.2 In addition to other requirements within the grant agreement, the Grantee shall maintain for a minimum of 3 years after the completion of this grant agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this grant agreement; the Grantee agrees that the grant agreement and all books, records, and supporting documents related to the grant shall be available for review and audit by the Department or the Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Department or the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the grant agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

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4. **Conditions:** Conditions of this grant agreement, if any, are attached to the agreement and incorporated within the agreement as Appendix A. No payment shall be made by the Department to the Grantee until all conditions specified in Appendix A have been satisfied.
5. **Work Product:** All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Department, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Department in a separate agreement.
6. **Release of Information:** The Grantee shall not publish, disseminate, or otherwise release any information acquired or produced pursuant to this grant without prior review and written approval by the Department.
7. **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. **Confidentiality:** The Grantee agrees to protect from any and all disclosure all information that identifies or could lead to the identity of recipients of services provided pursuant to this grant. If the Grantee receives a request for information that may identify an individual, the Grantee shall notify the Department immediately. A request for information includes a subpoena, court order, Freedom of Information Act request, or a request from a researcher. Any issue of whether the information is or may be identification information shall be resolved by the Department.
9. **Certifications:**
 - 9.1 Grantee, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Grant.
 - 9.2 Grantee is not in default on an educational loan (**5 ILCS 385/3**).
 - 9.3 Grantee has informed the director of the Agency/Grantor in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual

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services” or other appropriation line items. Grantee has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that Grants in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items (**30 ILCS 105/15a**).

- 9.4 Grantee certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (**30 ILCS 500/25-80**).
- 9.5 Grantee has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
- 9.6 If Grantee has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).
- 9.7 If Grantee, or any officer, director, partner, or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Grantee further certifies that it is not barred from being awarded a Grant and acknowledges that the Granting State Agency/Grantor shall declare the Grant void if this certification is false (**30 ILCS 500/50-10.5**).
- 9.8 Grantee and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the Granting State Agency/Grantor may declare the Grant void if this certification is false (**30 ILCS 500/50-11**) or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).
- 9.9 Grantee and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (**30 ILCS 500/50-12**) and acknowledge that failure to comply can result in the Grant being declared void.
- 9.10 Grantee certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a Grant. If the State later determines that this certification was falsely made

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by the Grantee, the Grantee acknowledges that the Granting State Agency/Grantor may declare the Grant void. **(30 ILCS 500/50-14).**

- 9.11 Grantee has not paid any money or valuable thing to induce any person to refrain from bidding on a State Contract, nor has Grantee accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State Contract **(30 ILCS 500/50-25).**
- 9.12 Grantee is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30).**
- 9.13 Grantee will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50).**
- 9.14 In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception **(30 ILCS 565).**
- 9.15 Grantee will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Grant. This certification applies to Grants of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580).**
- 9.16 Neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to Grants that exceed \$10,000 **(30 ILCS 582).**
- 9.17 Grantee has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4).**
- 9.18 Grantee complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105).**
- 9.19 Grantee does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2).**
- 9.20 Grantee complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Grant have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307).**

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- 9.21 Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Grant have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 9.22 Grantee certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 9.23 Grantee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 9.24 In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa.
- 9.25 Grantee has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Grantee from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Grantee's obligation under this Contract. Grantee shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Grantee or the Contract, Grantee certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:
- a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section

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50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

- b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

9.26 Grantee, as defined in Public Act 95-971 and Executive Order 3 (2008), certifies that it has read, understands, and is in compliance with the Act and Order and will not make or solicit a contribution that will violate the Act or Order. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Grantees, as well as limitations on political contributions by certain Grantees and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer. Executive Order 3 (2008) establishes additional restrictions on political contributions and solicitations by certain Grantees and their affiliates.

- a) Grantee further certifies, in accordance with Executive Order 3 (2008), that Grantee will not perform any prohibited act listed in Executive Order 3 (2008)(III)(B), and acknowledges a continuing duty to report to the appropriate State Agency any contributions made by Grantee, or its affiliated entities and persons, during the term of the Contract and for a period of two years after the end of the contract term.
- b) Grantee further certifies, in accordance with Public Act 95-971, that either Grantee is not required to register as a business entity with the State Board of Elections. Or, Grantee has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Grantee acknowledges that the State may declare this Contract void without any additional compensation due to the Grantee if this certification is false or if the Act or Order is violated.

10. **Conflict of Interest:** The Grantee agrees to comply with Section 50-13 of the Illinois Procurement Code prohibiting conflicts of interest, 30 ILCS 500/50-13.

11. **Unlawful Discrimination:**

- 11.1 The Grantee agrees to act in conformity with Article 2 of the Illinois Human Rights Act, 775 ILCS 5/Art. 2 and with Appendix A of the Procedures Applicable to All Agencies, 44 Ill.Admin.Code 750. APP. A.
- 11.2 The Grantee agrees to comply with the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the American with Disabilities Act, 42 U.S.C. 12101 *et seq.* and accompanying rules 28 CFR 35.130, and all other federal and State of Illinois laws, regulations, or orders that prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Grantee certifies that it will provide to the Department prior to executing the grant the most recent Equal Employment Opportunity Policy Statement, Annual Affirmative Action Plan and Workforce Analysis Summary as required to ensure compliance with Federal and State Civil Rights and the Americans with Disabilities Act of 1990.

12. **Fiscal Responsibility:**

- 12.1 The Department may use the to determine if any State Agency is attempting to collect debt from the grantee according to Section 5 of the Illinois State Collection Act of 1986, 30 ILCS 210/5.
- 12.2 The Grantee certifies that it, or any affiliate, is not barred from being awarded a contract or grant under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract or grant with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract or grant with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Grantee further acknowledges that the contracting State agency may declare the grant void if this certification is false or if the Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant.

- 13. **Liability:** The Department assumes no liability for actions of the grantee under this agreement, including, but not limited to, the negligent acts and omissions of grantee's agents, employees, and subcontractors in their performance of the grantee's duties as

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described under this Agreement. To the extent allowed by law, the grantee agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the agreement by the grantee, with the exception of acts performed in conformance with an explicit, written directive of the Department.

14. **Insurance:** If the Grantee's cost of property and casualty insurance increases by 25% or more or if new state regulations impose additional costs to the Grantee during the term of this grant agreement, then the Grantee may request the Department to review this grant agreement and adjust the compensation or reimbursement provisions in the agreement under any Agreement reached, which provisions are subject to the limitations of the Department's appropriated funds. The Grantee agrees to comply with the requirements of the Department of Central Management Services in Government Contracts, Procurement, and Property Management set out in Title 44 of the Illinois Administrative Code.
15. **Waiver:** No delay or omission by any party in exercising any right, power, or privilege under this agreement shall impair that right, power or privilege, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of that right, power, or privilege, or the exercise of any other right, power or privilege.
16. **Amendments:** This grant agreement may not be amended without prior written approval of both the Grantee and the Department.
17. **Assignment:** The Grantee understands and agrees that this grant 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 grant agreement null, void, and of no further effect.
18. **Civil Law Suits:** This grant agreement is not subject to the State Employees Indemnification Act, 5 ILCS 350/Act.
19. **Solicitation and Employment:** The Grantee shall not employ any person employed by the Department at any time during the term of this grant to perform work required by the terms of this grant. As a condition of this grant, the Grantee shall give written notice immediately to the Department's Director if Grantee solicits or intends to solicit for employment any of the Department's employees during the term of this grant.
20. **Default:** If the Grantee breaches any material term, condition, or provision of this grant agreement, the Department may, upon 15 days prior written notice to the Grantee, cancel this grant agreement. In the event of any wrongdoing or illegal act by the Grantee, the

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grant agreement is immediately terminable by the Department. This remedy shall be in addition to any other remedies available to the Department in law or in equity.

21. **Further Assurances:** Each party agrees to do such further acts and things and to execute and deliver such additional agreements and instruments, as any party may reasonably request of the other, to carry out the provisions and purposes of this grant agreement or any agreements related to this agreement.
22. **Funds Remaining:** All funds remaining at the end of the grant agreement or at the expiration of the period of time that the grant funds are available for expenditure or obligation by the Grantee shall be returned to the Department within 45 days after notification by the Department under Section 5 of the Illinois Grant Funds Recovery Act, 30 ILCS 705/5.
23. **Controlling Terms:** In the event of any conflict amongst the agreement, Basic Terms Form D, and the terms of any appendix, exhibit, or other attachment or matter incorporated or referenced within the agreement, the Basic Terms of this Form D shall be controlling.
24. **Headings:** The headings of the sections and paragraphs are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this grant agreement.
25. **Entire Agreement:** The Department and Grantee understand and agree that this grant 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.

. End .