

CONTRACT FOR SERVICE

DOCUMENT NO. H22-25-023



SERVICE, LEAD ABATEMENT SERVICES

**FOR: COOK COUNTY HEALTH
DEPARTMENT OF PUBLIC HEALTH**

WITH: VILLAGE OF OAK PARK

ISSUED BY THE OFFICE OF CHIEF PROCUREMENT OFFICER

REQ# 14000089705JI0422

**GRANT AGREEMENT
BETWEEN
THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
WITH REGARD TO THE LEAD PREVENTION PROGRAM GRANT
H22-25-023**

This **Grant Agreement (“Agreement”)** is entered into by and between the County of Cook, a body politic and corporate of Illinois (“County”), through its **Cook County Department of Public Health (“CCDPH/Grantor”)**, an affiliate of the Cook County Health and Hospitals System (“CCHHS”), with primary offices located at 15900 South Cicero Avenue, Administration Building, First Floor, Oak Forest, Illinois 60452, and the **Village of Oak Park (“Grantee”)** with primary offices located at 123 Madison St, Oak Park, Illinois, 60302 (Neighborhood Services Division).

RECITALS

WHEREAS, the County operates the CCDPH, a System Affiliate of the CCHHS, and the local health department certified by the Illinois Department of Public Health (“IDPH”) to serve all of suburban Cook County, Illinois except those areas served by another IDPH-certified local health department; and

WHEREAS, the Cook County Board of Commissioners adopted Cook County Resolution 00-R-611, Resolution to Establish the Lead Poisoning Prevention Fund (the “Resolution”), on November 21, 2000; and

WHEREAS, pursuant to the Resolution, the County Board authorized the creation of the Lead Poisoning Prevention Fund (the “County Lead Fund”) and authorized the President of the County Board to establish a Lead Prevention Program as well as a Lead Prevention Advisory Council (“Advisory Council”) to advise the President on Lead Program guidelines and to make recommendations for lead poisoning prevention activities to be funded by the Lead Poisoning Prevention Fund; and

WHEREAS, pursuant to the Resolution, the President of the County Board established the Lead Prevention Program that is supported and administered by CCDPH through its Lead Poisoning Prevention and Healthy Homes Unit (“LPPU”); and

WHEREAS, CCDPH has recommended that funds from the Lead Prevention Program be utilized to make Grants to entities which shall provide, or arrange for the provision of, lead mitigation and abatement services to applicants fulfilling the criteria established by CCDPH consistent with the Lead Poisoning Prevention Act, 410 ILCS 45/1 *et seq.* (the “Act”) and the Lead Poisoning Prevention Code, 77 Ill. Adm. Code 845.10 *et seq.* (the “Code”); and

WHEREAS, CCDPH seeks to provide Grantee Grant Funds from the Lead Prevention Program to be utilized for lead mitigation and abatement activities;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, CCDPH and Grantee hereby agree as follows:

I. INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into and made a part of this Agreement.

II. INCORPORATION BY REFERENCE

All the terms and provisions of the following documents are hereby fully incorporated into this Agreement by reference and are binding upon both Parties hereto:

- A. Grantee's Budget as approved by CCDPH ("Grant Budget");
- B. The CCDPH Lead Prevention Program Grant Policy and Procedure Manual For Grant Recipients ("CCDPH Lead Manual").

III. ORDER OF PRECEDENCE FOR INTERPRETATION OF AGREEMENT

Wherever possible, the provisions of this Agreement shall be construed to be consistent with one another. This Agreement shall be interpreted and construed based upon the following order of precedence, which shall control to resolve all cases of conflict, ambiguity or inconsistency:

- A. Agreed modifications to this Agreement entered into after the date of execution of this Agreement, if any;
- B. This Agreement; Exhibit A: Grantee's Grant Budget as approved by CCDPH, and any amendments thereto; and
- C. Exhibit B: The CCDPH Lead Manual.

IV. DEFINITIONS

All capitalized words in this Agreement shall have the same meaning as set forth in the CCDPH Lead Manual.

V. SCOPE OF AGREEMENT

- A. **General.** This Agreement shall provide the framework within which Grantee shall perform and request reimbursement for Grant Services through the Cook County Lead Prevention Program administered by CCDPH.
- B. **Other Funding Sources.** This Agreement neither obligates nor precludes Grantee from accepting funds or assistance from sources other than CCDPH in order to provide or arrange for Grant Services and/or additional services. However, Grantee shall not accept reimbursement more than once for the same expenses.

VI. AVAILABILITY OF GRANT FUNDS

This Agreement is contingent upon and subject to the availability and provision of Grant Funds by the County/CCHHS. The County/CCHHS/CCDPH, at its sole option, may terminate or suspend this Grant, in whole or in part, without penalty or further payment being required by the County/CCHHS/CCDPH, if (1) the County/CCHHS fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the County/CCHHS decreases the Grant Funding; or (3) if the County/CCHHS/CCDPH determines, in its sole discretion, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Grantee will be notified in writing of the failure of appropriation or a reduction or decrease in Grant Funds.

VII. GRANTEE'S GENERAL OBLIGATIONS

Grantee shall perform, or contract for the performance of, Grant Services in accordance with its obligations as set forth in this Agreement including, but not limited to, the following:

A. Compliance with Applicable Lead Related Laws and Rules.

Grantee and its Subcontractors shall comply with all applicable local, state and federal laws, rules and regulations as now stated or hereafter amended concerning Lead Abatement and/or Lead Mitigation including, but not limited to:

- 1. Illinois Lead Poisoning Prevention Act (410 ILCS 45/1 *et seq.*);
- 2. Illinois Lead Poisoning Prevention Code (77 Ill. Adm. Code 845.10 *et seq.*);

3. Occupational Safety and Health Administration (“OSHA”) Occupational Safety and Health Standards (29 CFR 1910.1025);
 4. OSHA Respiratory Protection Equipment (29 CFR 1910.134);
 5. OSHA Safety and Health Regulations for Construction (29 CFR 1926.62);
 6. Department of Housing and Urban Development (“HUD”) Lead-Based Paint Poisoning Prevention in Certain Residential Structures (24 CFR Part 35.80 *et seq.*);
 7. HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing available at http://portal.hud.gov/hudportal/HUD?src=/program_offices/healthy_homes/lbp/hudguidelines;
 8. EPA Lead Renovation, Repair and Painting (40 CFR Part 745.61 *et seq.*);
 9. Illinois Environmental Protection Act (“IEPA”) (415 ILCS 5/1 *et seq.*);
 10. IEPA Regulations (35 Ill. Adm. Code 101.100 *et seq.*);
 11. Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 *et seq.*);
 12. National Historic Preservation Act, (16 U.S.C. 470 *et seq.*);
 13. CCDPH Lead Manual; and
 14. Any applicable policies and/or rules of the County, CCHHS and/or CCDPH;
 15. Additionally, Grantee must comply with all applicable local, state and federal laws and regulations regarding building, zoning, construction, licensing, permitting, environmental protection, energy efficiency, worker safety and renovation requirements necessary to complete the activities set forth in this Agreement.
- B. CCDPH Lead Manual.** A copy of the CCDPH Lead Manual attached and made part of this Agreement as Exhibit B. Grantee shall be responsible for complying with the requirements of the CCDPH Lead Manual.
- C. Performance of Grant Services by Grantee.** Grantee shall assign an appropriate number of qualified and experienced personnel to receive and manage Grant Funds in a quality manner and in accordance with the requirements of this Grant Agreement and all applicable Rules. Grant Services performed with Grant Funds provided under this Agreement shall be conducted by appropriately licensed personnel including, but not limited to: Lead Abatement Contractors; Lead Inspectors; Lead Risk Assessors; Lead Supervisors; and Lead Workers.
- D. Historic Preservation.** Grantee and its Subcontractors shall be responsible for complying with the Illinois State Agency Historic Resources Preservation Act, 20 ILCS 3420/1 *et seq.* and the National Historic Preservation Act, 16 U.S.C. 470 *et seq.* in performing Grant Services.
- E. Review of Grantee Forms by CCDPH.** Grantee shall utilize such forms as CCDPH may request and shall, at least once during the term of this Agreement at the request of CCDPH, submit any and all forms, contracts, subcontracts or other documents to be used to complete Grant Services, for review to ascertain compliance with CCDPH requirements and this Agreement. No such review or requirement of submission shall be considered an approval of any subcontracts entered into by Grantee or of any forms or other documents used by Grantee.
- F. Grantee Meetings.** Grantee will be notified of and shall attend Grantee meetings facilitated by CCDPH, which will review and detail the procedures, forms, and methods to be followed in carrying out Grant Services and shall comply therewith. Grantee Meetings shall be on dates, times and at locations to be determined by CCDPH.
- G. Use of Grant Funds.** Grantee, in cooperation with CCDPH, shall utilize the Grant Funds to complete, either directly or by subcontract, Grant Services, as described in Grantee’s approved Project Summary and this Agreement, all of which shall be adhered to by Grantee as a condition of its receipt of Grant Funds pursuant to this Agreement.
- H. Grant Reports.** Grantee shall submit reports to CCDPH on a quarterly basis on the during the term of this Agreement. Dates for reports will be determined each year by the CCDPH

staff. Such report shall be in a form and format approved by CCDPH and as set forth in Section XII of the CCDPH Lead Manual.

I. Grantee Subcontractors.

1. Grantee may utilize Subcontractors to perform Grant Services. In no case shall any Subcontractor relieve Grantee from its obligations or change the terms of this Agreement.
2. Grantee shall use a competitive process in the selection of subcontractors.
3. All Subcontractors shall possess and/or obtain any required licenses, permits and/or certifications required by this Agreement and applicable laws, statutes, rules and/or ordinances necessary to complete the Grant Services required by this Agreement.

J. Grantee Subcontracts.

Grantee shall enter into written agreements with Subcontractors to carry out the responsibilities and requirements of this Agreement. Such subcontracts shall, at a minimum, contain the following provisions:

1. A statement that Subcontractor is subject to all the applicable terms and provisions of this Agreement and any amendments thereto.
2. A statement that the County/CCHHS/CCDPH shall not be responsible for any payment or obligation arising under the Subcontract or for any contractual damages associated therewith.

VIII. REIMBURSEMENT

A. Grant Reimbursement. GRANT FUNDING SHALL BE PROVIDED BY CCDPH TO GRANTEE ON A REIMBURSEMENT BASIS ONLY. WITH THE EXCEPTION OF ADMINISTRATIVE COSTS, FUNDS MAY NOT BE OBLIGATED BY GRANTEE PRIOR TO THE ISSUANCE OF THE APPLICABLE NOTICE TO PROCEED BY CCDPH.

B. Issuance of Grant Award. CCDPH will issue a Grant Award to Grantee after the execution of this Agreement. Grantee shall not submit a Reimbursement request to CCDPH until after CCDPH has issued a Grant Award to Grantee.

C. Reimbursement Packet.

- 1.1. In order to receive reimbursement, Grantee must submit Reimbursement Packets and invoice to CCDPH in the format outlined in the Grantee Manual **Payment by CCDPH.** Invoices are required to comply with and be submitted in accordance with the Cook County Code of Ordinances Sections 34-310 and 34-311. Unless the Parties agree to an alternative payment frequency in writing, Subgrantee will invoice monthly by submission of invoices to CCDPH. Each invoice must include the Purchase Order number, itemized records that indicate the dates or periods in which services and deliverables being invoiced were furnished, describe the work performed and the time spent performing the work, and detail the fees and reimbursable expenses and disbursements incurred during the period covered by the invoice. Subgrantee agrees to complete, execute and/or transmit any additional documents or forms required by CCDPH to process any compensation provided for pursuant to this Subgrant. CCH payment terms are Net 45 days following CCH receipt of Vendor's invoice satisfying the requirements of Section 3.4. No payment may be made on an invoice that fails to comply with the requirements of Section 3.4.

F. Failure to Submit Timely Reimbursement Packets.

1. All invoices must be submitted five (5) business days after the date of completion of the Grant Services and, in any event, must be received by CCDPH on or before **November 30 of the final grant year.**
2. **It is Grantee's responsibility to ensure that all Grant Services are completed within the term of this Agreement and that all invoices are submitted with the properly completed documentation to CCDPH during the term of this Agreement. Grantee understands and agrees that any Grant Services that have not been completed during the term of this Agreement and/or any Reimbursement Packets submitted without the properly completed documentation and/or received after the term of this Agreement shall not**

be processed or paid by CCDPH.

IX. UNITS TO BE COMPLETED BY GRANTEE AND GRANT FUNDING

- A. Number of Units To Complete.** Grantee shall complete Grant Services on a minimum number of **15 (fifteen)** Units during the term of this Agreement.
- B. Maximum Grant Funding Amount.** The maximum amount of Grant Funding to be provided by CCDPH to Grantee pursuant to this Agreement shall not exceed: **\$300,000 (three hundred thousand dollars)**. This Maximum Grant Funding Amount includes: (1) Direct Lead Hazard Control Activities and (2) Administrative Costs. The maximum allowable Administrative Costs shall not exceed 10% of the Maximum Grant Funding Amount.
- C. Direct Lead Hazard Activities.**
1. Reimbursement of Grantee's actual Direct Lead Hazard Activities in providing, or subcontracting for the provision of, Grant Services set forth in this Agreement, shall not exceed **\$240,000 (two hundred forty thousand dollars)**.
 2. Generally, Direct Lead Hazard Activities are limited to a maximum amount of **\$15,000 (fifteen thousand dollars)** per Unit. However, subject to this maximum per Unit amount, Grantee may request, and CCDPH in its sole discretion may approve, modifications to this maximum per Unit amount by including a written request and justification regarding the Unit in its Grantee Service Packet. All such requests shall be in writing and signed by Grantee. CCDPH's denial or approval of such requests shall be final and shall be documented in the CCDPH Notice to Proceed.
- D.** Outreach and Education Costs. Grantee's allowable costs for activities associated with education and outreach for the grant shall not exceed **\$30,000 (thirty thousand dollars)**.
- E. Administrative Costs.** Grantee's allowable administrative costs shall not exceed **\$30,000 (thirty thousand dollars)**. Allowable administrative costs are defined in the CCDPH Lead Manual. Grantee may request to receive Administrative Costs utilizing one of the following options.
1. **Fifty Percent Partial Advance of Administrative Costs/Remainder Reimbursement.**
 - a. After execution of this Agreement CCDPH will issue a Grant Award to Grantee.
 - b. After such Grant Award is issued to Grantee by CCDPH, Grantee may submit a request to CCDPH in the amount of up to fifty percent (50%) of the total approved allowable Administrative Costs.
 - c. Grantee may request reimbursement of the remaining Administrative Costs upon demonstrating the completion of the minimum number of Units to be completed by Grantee as set forth in this Agreement.
 - i. However, if Grantee fails to complete Grant Services for the minimum number of Units set forth in this Agreement by the expiration of this Agreement, Grantee shall, within ten (10) business days after the expiration of this Agreement, repay CCDPH for that portion of the Administrative Costs which were advanced to Grantee and which were allocable to Units not so completed as set forth in the Grant Budget.
 - d. Should Grantee fail to repay CCDPH for that portion of the Administrative Costs, which were advanced to Grantee and which were allocable to Units not completed, CCDPH shall have the right to deduct from the final reimbursement the amount of Administrative Costs Grantee is required to repay CCDPH under this provision.

2. Reimbursement of Administrative Costs at Expiration of Agreement.

Alternatively, Grantee may elect to request reimbursement of all Administrative Costs at the end of this Agreement upon demonstrating the completion of the minimum number of Units to be completed by Grantee as set forth in this Agreement.

X. GRANT BUDGET

- A.** Grantee shall adhere to the Grant Budget as approved by CCDPH and shall not exceed the amounts set forth therein. Amendments to any line items in the Grant Budget shall require the written approval of the CCDPH Director of LPPU, provided that such amendments shall not change the term of this Agreement and the maximum Grant Funding amount payable to Grantee pursuant to this Agreement.
- B.** Grant Budget Amendments that change the term of this Agreement and/or increase the maximum Grant Funding amount payable under this Agreement, shall require the written approval of the CCHHS Director of Supply Chain Management in accordance with applicable CCHHS Rules.
- C.** The County/CCHHS/CCDPH shall have no liability for any expenditure exceeding the maximum amount of Grant Funding provided under this Agreement or for any Grant Services not set forth in the approved Grant Budget or a subsequently approved amended Grant Budget.
- D.** Grantee shall bear sole responsibility for all Grant Services it performs directly or through Subcontractors and for all expenses and cost overruns. The County/CCHHS/CCDPH shall not be liable for payment of amounts expended by Grantee in excess of the Grant Funds as awarded and allocated under this Agreement and set forth in the Grant Budget. Further, the County/CCHHS/CCDPH shall not be liable for the performance of any obligations undertaken or costs incurred by Grantee or its Subcontractors.
- E.** Grantee shall promptly repay CCDPH for unused Grant Funds or disallowed, unauthorized or ineligible expenses within ten (10) business days after the expiration of this Agreement or after receipt of a written request by CCDPH.

XI. TERM OF AGREEMENT

This Agreement shall become effective upon execution by the parties (the “Effective Date”), and shall continue until November 30, 2024.

XII. TERMINATION

A. Termination For Convenience.

- a.** CCDPH may terminate this Subgrant at any time, without cause, upon thirty (30) days written notice to the other party. Following notice of such termination, Subgrantee shall immediately refund to CCDPH all funds provided to Subgrantee by CCDPH that have not been obligated and/or expended and shall refrain from expending any funds which have been obligated until written approval has been obtained for the expenditure by CCDPH. In the event CCDPH refuses to approve an expenditure, Subgrantee shall refund the funds to CCDPH within ten (10) business days of such refusal.

B. Termination for Cause.

- 1. CCDPH’s Right to Immediate Termination or Suspension of Agreement.** CCDPH may immediately terminate or suspend this Agreement, in whole or in part, upon notice to Grantee if there is evidence or information that:
 - a.** Grantee or its Subcontractors committed any illegal act;
 - b.** Grantee or its Subcontractors engaged in fraudulent, coercive or dishonest practices; has demonstrated incompetence, untrustworthiness, or financial irresponsibility;
 - c.** The actions or inactions of Grantee, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, welfare or property;
 - d.** Grantee lacks the financial resources to perform this Agreement;
 - e.** Grantee has notified CCDPH that it is unable or unwilling to perform the Agreement; or
 - f.** Grantee cannot lawfully perform the Agreement.

For termination due to any of the causes contained in this Section, County/CCHHS/CCDPH retains its rights to seek any available legal or equitable remedies and damages.

2. **Default.** Additionally, if either party breaches any material term, condition, or provision of this Agreement, the non-breaching party shall issue written notice to the breaching party, setting forth with specificity the nature of such breach. The breaching party shall have thirty (30) days within which to cure such breach. In the event the breach is not cured within said thirty (30) day period, the authorized representatives of CCDPH and Grantee shall meet in an effort to resolve the issues and effectuate a satisfactory cure.
3. **Termination.** If, after a good faith effort to resolve the issues and effectuate a satisfactory cure, the parties are unable to reach agreement, either party may terminate this Agreement upon thirty (30) days notice to the other party. Following notice of such termination for cause by either party, Grantee shall immediately refund to CCDPH all funds provided to Grantee by CCDPH which have not been obligated and/or expended and shall refrain from expending any funds which have been obligated until written approval has been obtained for the expenditure by CCDPH. In the event CCDPH refuses to approve an expenditure, Grantee shall refund the funds to CCDPH within ten (10) business days of such refusal.

XIII. NOTICES

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if deposited in the United States mail (registered or certified, return receipt requested) or delivered by Overnight/Express Mail Delivery Service (The receipt will be documentary evidence that these items were timely filed). A copy of all notices shall also concurrently be sent via facsimile or email. Notice as provided herein does not waive service of summons or process.

To Grantee:

Name: Kevin J. Jackson
Title: Village Manager
Agency: Village of Oak Park
Address: 123 Madison Street
City, State, Zip: Oak Park, IL 60302
Email: villagemanager@oak-park.us

To CCDPH:

Kiran Joshi, MD
Co-lead and Senior Medical Officer
Cook County Department of Public Health
7556 W Jackson
Forest Park, IL 60130
kjoshi@cookcountyhhs.org

With Copy To:

Name: Tammie Grossman
Title: Director Customer Services Development
Agency: Village of Oak Park
Address: 123 Madison Street
City, State, Zip: Oak Park, IL 60302
Email: tgrossman@oak-park.us

With a copy to:

Deanna Durica, MPH
Director
Lead Poisoning Prevention and Healthy Homes Unit
Cook County Department of Public Health
7556 W Jackson
Forest Park, IL 60130
Email: ddurica@cookcountyhhs.org

XIV. MISCELLANEOUS PROVISIONS

- A. 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 this Agreement is being resolved unless otherwise directed by CCDPH.
- B. 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.
- C. Non-discrimination.** The parties shall comply with all applicable laws prohibiting discrimination on the basis of race, ethnicity, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, gender identity, marital status and military discharge status or any other legally protected classification or group.
- D. Ownership of Intellectual Property, Data and Work Product.** All intellectual property and all data, documents, including reports and all other work product, produced by Grantee or Grantee's employees, agents or Subcontractors under this Agreement shall become and remain the exclusive property of CCDPH, and shall not be published, copyrighted, patented, or trademark registered by Grantee.
- E. Release of Information.** Grantee shall not publicly publish, disseminate, or otherwise release any information acquired or produced pursuant to this Agreement without prior review and written approval by CCDPH.
- F. Marketing; Use of Names.** Grantee shall not utilize the name, logo, image or creative content relating to the County/CCHHS/CCDPH nor disclose the fact of this engagement to third parties, for purposes unrelated to the performance of this Agreement except as expressly approved in writing by the County/CCHHS/CCDPH.
- G. Media Relations.** Grantee shall notify CCDPH regarding any media inquiries. Grantee agrees that any communication to the press and/or public regarding this Agreement and the Project shall be made by the CCDPH Director of Public Relations and/or the CCH Chief Communications and Marketing Officer or their designee.
- H. Rules and Regulations.** Grantee shall at all times observe and comply with all laws, ordinances, rules or regulations of Federal, State, County and local governments, as amended from time to time, which may in any manner affect the performance of this Agreement. Assurance of compliance with this requirement by Grantee's employees, agents, or Subcontractors shall be the responsibility of Grantee.
- I. Compliance with the Law.** In the performance of this Agreement, Grantee and its its directors, officers, agents, employees, and Subcontractors shall comply with: all applicable federal, state, and local laws, Rules, ordinances, regulations, and orders, including Cook County ordinances and resolutions, now existing or later in effect; the terms, provisions and requirements of this Agreement and the CCDPH Lead Manual; and all filing, license and permit requirements. Grantee and its Subcontractors shall be in compliance with applicable tax requirements and shall be current in payment of such taxes (including real estate taxes) or fees administered by Cook County in accordance with Cook County Ordinance Chapter 34, Section 34-171 and in compliance with the child support requirements, if applicable, of Section 34-172. Grantee and its Subcontractors shall obtain at its own expense, all licenses and permissions necessary for the performance of this Agreement.
- J. Conflicts of Interest.**
 - 1.** It is the intent of the parties to this Agreement that the Grant Services described herein are provided to the general public. Grantee agrees that all conflicts of interest and potential conflicts of interest shall be reported to CCDPH immediately with a request for a ruling prior to proceeding with the provision of Grant Services.

2. Conflicts Regarding Grantee.

- a. Neither Grantee, nor any of its directors, officers, agents, employees or Subcontractors and their immediate family, relatives, domestic partners or civil union partners, may have any interest, directly or indirectly: in the procurement or performance of any Grant Services provided under this Agreement; in any Property or Unit receiving Grant Services; or in any representation, either as agent or otherwise, of any person, association, trust or corporation, with respect to any application or procurement pertaining to Grant Services from any Subcontractor or beneficiary of Grant Services.
- b. Neither Grantee, nor any of its directors, officers, agents, employees or Subcontractors and their immediate family, relatives, domestic partners or civil union partners, may take, accept or solicit, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his or her actions in relation to the Grant Services and the activities set forth in this Agreement.
- c. Any agreement or subcontract made in violation of this provision is void and no Grant Funds under this Agreement may be used to pay any cost under such agreement or subcontract. The purpose of this clause is to avoid even the appearance of a conflict of interest.

3. Conflicts Regarding Application for Services. Any person who is a director, officer, agent, employee or Subcontractor of Grantee and who, either directly or indirectly, owns or has an interest in any Regulated Facility, Residential Building or Unit receiving Grant Services shall disclose, in writing, to Grantee said interest and the dates and terms and conditions of any disposition of such interest. All such disclosures shall be made public, and shall be acknowledged by Grantee, and reported in writing to CCDPH. An individual who holds such an interest shall not participate in any decision-making regarding the Grant application and the procurement or performance of Grant Services.

4. Conflicts Involving the County. Grantee shall inform CCDPH on a timely basis of any of Grantee's interests which are or which Grantee reasonably believes may be incompatible with any interest of the County. Grantee and its Subcontractors shall take notice of and comply with the Cook County Code of Ethical Conduct (Ch.2 Administration, Art. VII Ethics, Sec. 2-571 *et seq.*) and the Cook County Lobbyist Registration Ordinance (Ch.2 Administration, Art. VII Ethics, Sec. 2-621 *et seq.*). Grantee and its Subcontractors shall not use for personal gain or make other improper use of confidential information which is acquired in connection with the performance of Grant Services.

K. Indemnification. Grantee covenants and agrees to indemnify and save harmless the County, CCHHS, CCDPH, and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of this Agreement by Grantee, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of Grantee. Grantee expressly understands and agrees that any insurance protection required of Grantee, or otherwise provided by Grantee, shall in no way limit Grantee's responsibility to indemnify the County/CCHHS/CCDPH as herein provided.

L. Insurance.

1. Grantee shall purchase and maintain at all times during the term of this Agreement insurance coverage which will satisfactorily insure it, its commissioners, officials, employees, agents, representatives and Subcontractors against claims and liabilities which could arise because of the performance of the Grant Services.
2. Grantee may satisfy its insurance obligations hereunder through a program of self-

insurance.

3. Such insurance shall include all coverages ordinarily utilized to insure the Grant Services set forth in this Agreement including, but not be limited to: Workers' Compensation Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Umbrella/Excess Liability Insurance in the following amounts:
 - a. Workers' Compensation Insurance. Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers' Compensation policy shall also include the following provisions: Employers' Liability coverage with limits of: \$1,000,000 each Accident; \$1,000,000 each Employee; and \$1,000,000 Policy Limit for Disease. Broad form all states coverage.
 - b. Commercial General Liability Insurance. The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use. General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages: All premises and operations; Broad Form Blanket Contractual Liability; Products/Completed Operations; Broad Form Property Damage Liability; and Cross Liability.
 - c. Comprehensive Automobile Liability Insurance. Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following: Liability - All Autos: Bodily Injury and Property Damage - \$1,000,000 per Occurrence; and Uninsured/Motorists: Per Illinois Requirements.
 - d. Umbrella/Excess Liability Insurance. Umbrella/Excess Liability Insurance shall not be less than the following: \$2,000,000 each occurrence for all liability; and \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations.
 4. Such insurance shall be in a form satisfactory to the CCHHS Director of Risk Management and shall contain a provision providing for thirty (30) days notification to the CCHHS Director of Risk Management prior to any termination or cancellation of insurance. Such insurance shall list the County as an additional insured.
 5. Grantee shall furnish certificates evidencing such insurance to CCDPH upon execution of this Agreement.
 6. Grantee expressly understands and agrees that any insurance protection required of Grantee, or otherwise provided by it, shall in no way limit the responsibility to indemnify the County/CCHHS/CCDPH as herein provided.
 7. Grantee shall require any Subcontractor who provides services relating in any way to this Agreement to maintain insurance adequate to protect against all liabilities arising from their activities and, upon request of CCDPH, shall furnish CCDPH with certificates evidencing such insurance.
 8. Grantee shall not provide Grant Services, and shall not permit its Subcontractors to provide Grant Services, unless the provisions of this Section are fully complied with. The provisions of this paragraph shall not be deemed to limit the liability of Grantee hereunder or to limit any rights that County/CCHHS/CCDPH may otherwise have.
- M. Liability.** Neither party assumes any liability for the acts or omissions of the other under this Agreement, including, but not limited to, the acts and omissions of either party or its officers, employees, subcontractors, volunteers, agents, licensees, or invitees in their performance of professional activities including, but not limited to, the duties as described under this Agreement. In the event of a claim, each party shall be responsible for its own defense.
- N. Relationship of the Parties.** CCDPH and Grantee and its employees, agents and

Subcontracts are independent contractors for purposes of this Agreement and are not employees of the County/CCHHS/CCDPH. Nothing contained in this Agreement nor any act of the parties is intended to nor shall be construed by any person or entity to create any relationship of partners, joint venture or any other relationship between CCDPH and Grantee other than that of independent contractors. It is expressly understood and agreed that neither Grantee nor its employees, Subcontractors, agents and representatives shall as a result of this Agreement be entitled to any benefit to which County/CCHHS/CCDPH employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits. Grantee's performance of Grant Services shall be the sole responsibility of Grantee or its Subcontractors. The County shall neither direct, supervise nor control Grantee or its Subcontractors in the performance of Grant Services.

O. Modifications and Amendments. This Agreement may be altered, modified or amended only by written instrument signed by the parties. In the event any proposed modification increases the amount payable by CCDPH to Grantee and/or changes the term of this Agreement, such modification shall require the approval of the CCHHS Director of Supply Chain Management in accordance with applicable CCHHS/County requirements.

P. Confidentiality.

1. Grantee acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Grantee in any way, during the term of this Agreement, except solely as required in the course of Grantee's performance hereunder. Grantee shall comply with the applicable federal, state and local privacy Rules, laws and regulations affecting County/CCHHS/CCDPH and will not disclose any of County/CCHHS/CCDPH's records, materials, or other data to any third party.
2. If Grantee receives a request for information regarding the Grant and/or Grant Services, Grantee shall notify CCDPH immediately. A request for information includes, but is not limited to: a subpoena, court order, a request under the Illinois Freedom of Information Act or similar law, or a request from a researcher.
3. Grantee shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County/CCHHS/CCDPH in relation to this Agreement without the prior written approval of CCDPH. In the event such approval is given, any such reports published and distributed by Grantee shall be furnished to County/CCHHS/CCDPH without charge.

Q. Maintenance of Records.

1. Grantee shall maintain complete documents and records pertaining to Grant Services including, but not limited to: copies of the licenses and certifications of Grantee and its employees and Subcontractors; work orders; lead mitigation/abatement plans; Grant-related correspondence; invoices; proof of applicable insurance by Grantee and its Subcontractors; Historic preservation project review and approval documents; copies of documentation submitted to CCDPH; and other records requested by CCDPH and set forth in the CCDPH Lead Manual.
2. Grantee shall keep and maintain such records for a minimum of five (5) years after the later of the date of final payment under this Agreement or completion of this Agreement, unless a longer period of time has been set by federal, state, and/or local Rules due to the nature and/or content of the record, or, in instances where claims have been asserted or litigation has been filed, until five (5) years after such litigation or claims are resolved.

R. Audit; Examination of Records.

1. Grantee agrees that County/CCHHS/CCDPH, the Cook County Auditor or any of their duly authorized representatives shall, until expiration of at least five (5) years after the later of the date of final payment under this Agreement or completion of this Agreement, unless a longer period of time has been set by federal, state, and/or local Rules due to the nature and/or content of the record, or, in instances where claims have been asserted or litigation has been filed, until five (5) years after such litigation or claims are resolved, have access and the right to audit and examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of Grantee related to this Agreement, or to Grantee's compliance with any term, condition or provision thereof.
2. Grantee shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.
3. Additionally, at any time during the term of this Agreement, upon request by County/CCHHS/CCDPH, Grantee shall provide County/CCHHS/CCDPH with full and complete access to all documents maintained by Grantee and its Subcontractors in carrying out Grant Services and shall provide copies of any documents relating to Grant Services and this Agreement to County/CCHHS/CCDPH upon request at no charge to County/CCHHS/CCDPH.
4. Grantee shall promptly cooperate with County/CCHHS/CCDPH's request for audit and examination and shall immediately refund to County/CCHHS/CCDPH any amounts paid to Grantee under this Agreement which County/CCHHS/CCDPH determines have not been utilized in accordance with the terms of this Agreement.
5. Where County/CCHHS/CCDPH determines in its sole discretion that Grantee is not in compliance with the terms of this Agreement, County/CCHHS/CCDPH may take any actions deemed appropriate to protect County/CCHHS/CCDPH's interests, including termination of this Agreement.

S. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Illinois. Grantee irrevocably agrees that, subject to the County/CCHHS/CCDPH's sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Agreement, or arising from any dispute or controversy arising in connection with or related to this Agreement, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and Grantee consents and submits to the jurisdiction thereof. In accordance with these provisions, Grantee waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Agreement.

T. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Agreement. Nothing herein is intended to nor shall create any rights or remedies in any third parties.

U. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction the provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability. The remaining provisions of this Agreement shall continue in full force and effect, unless performance hereunder is prevented or materially adversely affected by the invalid provision, in which case the parties shall negotiate in good faith to amend this Agreement so that it complies with applicable laws. If the parties are unable to agree upon an amendment, this Agreement may be terminated.

V. Headings. The headings to the sections and paragraphs of this Agreement are included for convenience only and shall not have the effect of defining, diminishing or enlarging the rights of the Parties or affecting the construction or interpretation of any of the provisions of this Agreement.

W. Drafting of Agreement. Despite the possibility that one Party or its attorneys have prepared a draft of this Agreement or portions thereof, the Parties agree that neither of them shall be

deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision herein may be ambiguous, no such provisions shall be construed in favor of one Party on the ground that such provision was drafted by another Party.

- X. Entire Agreement.** It is expressly agreed that the provisions set forth in this Agreement constitute the complete understanding and agreement of the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

IN WITNESS WHEREOF, the parties hereby enter into this Agreement through their duly authorized representatives whose signatures appear below:

FOR GRANTEE:

Signature: _____
Name: Kevin J. Jackson
Title: Village Manager
Agency: Village of Oak Park
FEIN: 36-60006027

Date: _____

**FOR COOK COUNTY HEALTH AND HOSPITALS SYSTEM/COOK COUNTY
DEPARTMENT OF PUBLIC HEALTH:**

Israel Rocha, Jr.
Chief Executive Officer
Cook County Health and Hospitals System

Date: _____