

**GRANT AGREEMENT
BETWEEN
THE COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
AND
WITH REGARD TO THE LEAD POISONING PREVENTION PROGRAM GRANT**

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 Street, Oak Park, Illinois, 60302-4272.

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;
- C. Grantee's Grant Budget as approved by CCDPH, and any amendments thereto; and
- D. The CCDPH Lead Manual.

IV. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

- A. **"Client"** means an Owner of an eligible Unit approved for Grant Services.
- B. **"Delegate Agency"** means a unit of local government or health department approved by IDPH in accordance with Section 77 Ill. Adm. Code 845.50 of the Code to carry out the provisions of the Act.
- C. **"Direct Lead Hazard Control Activities"** shall be defined as set forth in the CCDPH Lead Manual and includes the following activities performed by Grantee and/or Grantee's Subcontractors: Lead Abatement; Lead Mitigation; Lead Risk Assessments; Occupant Relocation; and/or Clearance Testing.
- D. **"Family"** shall be defined as set forth in 24 CFR 5.403, as amended, and includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
 - 1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - 2. A group of persons residing together, and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. An elderly family;
 - c. A near-elderly family;
 - d. A disabled family;
 - e. A displaced family; and
 - f. The remaining member of a tenant family.
- E. **"Grant Funds"** shall refer to the funds from the Lead Prevention Program provided to Grantee by CCDPH pursuant to this Agreement.
- F. **"Grant Services"** includes, but is not limited to: Direct Lead Hazard Control Activities, administrative services, and/or fiscal management services completed by Grantee, and/or Grantee's Subcontractor, utilizing Grant Funds made available to Grantee under this Agreement.
- G. **"Grantee"** means the recipient of Grant Funding under this Agreement.
- H. **"Lead Abatement"** shall be defined as set forth in 410 ILCS 45/2, as now stated or hereafter amended, and means any approved work practices that will permanently eliminate lead

exposure or remove the lead-bearing substances in a regulated facility. IDPH shall establish by rule which work practices are approved or prohibited for lead abatement.

- I. "Lead Abatement Contractor" shall be defined as set forth in 77 Ill. Adm. Code 845.20, as now stated or hereafter amended, and means any person or entity licensed by IDPH to perform lead abatement or mitigation.
- J. "Lead Inspector" shall be defined as set forth in 77 Ill. Adm. Code 845.20, as now stated or hereafter amended, and means an individual who has been trained by an IDPH-approved training program and is licensed by IDPH to conduct lead inspections; to sample for the presence of lead in paint, dust, soil, and water; and to conduct compliance investigations.
- K. "Lead Mitigation" shall be defined as set forth in 410 ILCS 45/2, as now stated or hereafter amended, and means the remediation, in a manner described in 410 ILCS 45/9, of a lead hazard so that a lead bearing substance does not pose an immediate health hazard to humans.
- L. "Lead Risk Assessor" shall be defined as set forth in 410 ILCS 45/2, as now stated or hereafter amended, and means an individual who has been trained by an IDPH-approved training program and is licensed by IDPH to conduct lead risk assessments, lead inspection, and lead hazard screens; to sample for the presence of lead in paint, dust, soil, water and sources for lead-bearing substances; and to conduct compliance investigations.
- M. "Lead Supervisor" shall be defined as set forth in 77 Ill. Adm. Code 845.20, as now stated or hereafter amended, and means any person employed by a lead abatement contractor and licensed by IDPH to perform lead abatement and mitigation, and to supervise lead workers who perform lead abatement and mitigation.
- N. "Lead Worker" shall be defined as set forth in 77 Ill. Adm. Code 845.20, as now stated or hereafter amended, and means any person employed by a licensed lead abatement contractor and licensed by IDPH to perform lead abatement and mitigation.
- O. "Low Income Family" shall be defined as determined by the United States Department of Housing and Urban Development ("HUD"). See the HUD Income Limits Documentation System, and any updates thereto, at: <http://www.huduser.org/portal/datasets/illil14/index.html>.
- P. "Notice to Proceed" means a document issued by CCDPH that authorizes Grantee to begin work on the Units that it has described in its Service Packet.
- Q. "Occupant Relocation Costs" means the temporary relocation and moving costs or other expenses that result from a Client being relocated from his/her Unit while Direct Lead Hazard Control Activities are completed in the Unit.
- R. "Owner" shall be defined as set forth in 77 Ill. Adm. Code 845.20, as now stated or hereafter amended, and means any person who alone, jointly, or severally with others:
 - 1. Has legal title to any dwelling or residential building, with or without accompanying actual possession of the dwelling or residential building, or
 - 2. Has charge, care or control of the dwelling or residential building as owner or agent of the owner, or as executor, administrator, trustee, or guardian of the estate of the owner.
- S. "Program Director" shall mean the Director of the CCDPH LPPU.
- T. "Regulated Facility" shall be defined as set forth in 77 Ill. Adm. Code 845.20, as now stated or hereafter amended, and means a dwelling, residential building, child care facility, or any other structure as defined in the Act or the Code.
- U. "Residential Building" shall be defined as set forth in 77 Ill. Adm. Code 845.20, as now stated or hereafter amended, and means any room, group of rooms, or other interior areas of a structure designed or used for human habitation; common areas accessible by inhabitants; and the surrounding property or structures.
- V. "Rules" shall include the Act, the Code, the CCDPH Lead Manual and applicable laws, rules, regulations, policies and procedures relevant to the Grant Services.
- W. "Service Packet" means the documentation and/or information prepared and collected by Grantee and submitted to CCDPH in a form and format acceptable to CCDPH and in

compliance with the requirements of Section VII of the CCDPH Lead Manual. Such Service Packet shall, at a minimum, include:

1. Service packet coversheet;
 2. Mitigation notice;
 3. Work specifications;
 4. Documented consent of Client to participate in Lead Prevention Program and to receive Grant Services;
 5. Income documentation of Owner;
 6. Occupant relocation costs and information, if applicable;
 7. Written justification for any job totaling more than \$12,000, the CCDPH approved maximum cost per Unit;
 8. Proof that property taxes are paid and not delinquent;
 9. Historic preservation project review and approval documents;
 10. Disclosure of any conflicts of interest; and
 11. Any additional documentation and/or information required by CCDPH.
- X. "**Subcontractor**" means an entity with whom Grantee enters into a written subcontract that is consistent with the provisions of this Agreement for the provision of certain Grant Services.
- Y. "**Unit**" means a single family home or a single dwelling within a Residential Building that:
1. is located in Cook County;
 2. was built before 1978;
 3. contains a lead-based paint hazard as documented in a mitigation notice;
 4. is owned by a Client that is low income; and
 5. is occupied by a family with a pregnant woman who lives in the Unit; and/or
 6. is occupied by, or was previously occupied by, a family with at least one child six (6) years of age or younger who lives in the Unit or spends a significant amount of time in the Unit.
 - a. Such child must have had a blood test where lead has been detected or have been referred to Grantee by a physician.
 - b. Item (a) above can be waived for innovative, prevention-focused programs and will receive approval for such program in the Grant Application process.

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. CCDPH shall provide a copy of the CCDPH Lead Manual to Grantee upon execution of this Agreement. Grant 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. Client Eligibility for Grant Services.
1. Grantee shall be responsible for soliciting, receiving, maintaining and documenting its review of all Client eligibility for Grant Services.
 2. Grantee must confirm that all Clients meet the following minimum requirements to receive Grant Services:
 - a. Identity and contact information of Owner and, if applicable, current resident.
 - b. Location and description of Unit with identified lead hazards.
 - c. Documentation of Ownership of Unit (e.g. deed).
 - d. Documentation that demonstrates Unit not currently in foreclosure (e.g. mortgage statements).
 - e. Grantee shall ensure that no Grant Services are performed on a Unit where the Owner is delinquent in the payment of Cook County real estate taxes or associated fees and penalties.
 - f. The property at issue must meet the definition of Unit as defined in this Agreement and the CCDPH Lead Manual.
 - g. Confirm through written documentation that Owner meets the definition of Low Income as defined by HUD.
 - h. Grantee shall obtain and submit to CCDPH the written consent of all Owners for the provision of Grant Services.
 - i. Documented disclosure of Client's conflicts of interest or potential conflicts of interest, if applicable.
 - j. Any additional requirements set forth in the CCDPH Lead Manual.
 3. Grantee may require that Clients meet additional eligibility requirements and/or screen Clients for other assistant programs administered by Grantee.
- I. Client Education. Prior to the commencement of Grant Services on a Unit, Grantee shall be responsible for complying with the Lead-Based Paint PreRenovation Education Rule, 40 CFR Part 745.80 *et seq.*, by providing each Client with the most recent version of the EPA pamphlet, *Protect Your Family from Lead in Your Home*.
- J. Occupant Protection Measures. Grantee shall comply with the occupant protection provisions of 24 CFR 35.1345 which, with certain exceptions, prohibits Clients and occupants from entering the work area until all Direct Lead Hazard Control Activities are finished and a final clearance test is successfully completed. Grantee shall ensure that Clients and occupants are not permitted to re-enter the work area prior to completion of Grant Services and the successful completion of final clearance testing unless Grantee has determined that the re-entry conditions in 24 CFR 35.1345 are met.
- K. Occupant Relocation Costs.
1. During the period in which Client and occupants are prohibited from entering the Unit during performance of Grant Services, Grantee shall provide Clients and occupants with, or reimburse Clients and occupants for, Occupant Relocation Costs.
 2. Should Grantee desire to request reimbursement for Occupant Relocation Cost from CCDPH Grant Funds, Grantee must include such reimbursement request when it transmits the Grantee Service Packet. Grantee must include a summary regarding the need for Occupant Relocation Costs, the duration of the relocation and the amount of all relocation cost.
 3. CCDPH will review Grantee's reimbursement requests for Occupant Relocation Costs and make a final written determination regarding the amount of reimbursement, if any, Grantee

will receive. CCDPH's determination of reimbursement for Occupant Relocation Cost shall be final and will be included in the CCDPH written Notice to Proceed.

L. Service Packets.

1. Grantee shall not submit Service Packets to CCDPH until after CCDPH has issued a Grant Award to Grantee.
2. After receipt of a Grant Award from CCDPH, Grantee shall submit Service Packets to CCDPH in a form and format acceptable to CCDPH and in compliance with the requirements of Section VII of the CCDPH Lead Manual for review and approval by CCDPH prior to beginning any Lead Abatement or Lead Mitigation on a Unit.
3. Grantee's final Service Packet must be submitted no later than **November 15 of any year**. Grantee understands and agrees that CCDPH will not review or process Service Packets submitted after **November 15**.
4. Documents and/or forms that are incorrectly completed, unsigned, photocopied, facsimiled or e-mailed will not be processed. Grantee should refer to the CCDPH Lead Manual for a Service Packet documentation check list and sample templates.

M. Transmission of Service Packet. All Service Packets shall be sent *via* United States mail (registered or certified, return receipt requested) or by Overnight/Express Mail Delivery Service (the receipt will be documentary evidence that these items were timely filed) to the address set forth below. A copy of all Service Packets shall also concurrently be sent to the email address noted below.

Attention: Deanna Durica
Cook County Department of Public Health
Lead Poisoning Prevention and Healthy Homes Unit
Oak Forest Health Center
15900 South Cicero Avenue
Administration Building- 1st floor
Oak Forest, Illinois 60452
Email: ddurica@cookcountyhhs.org

N. Notice to Proceed.

1. Following receipt of the Service Packet, CCDPH shall issue a written Notice to Proceed on the Units described in the Service Packet. Grantee shall not initiate Lead Abatement and/or Lead Mitigation on a Unit until a Notice to Proceed has been issued by CCDPH with respect to a Unit.
2. The issuance of a Notice to Proceed by CCDPH shall mean only that Grantee has submitted the required paperwork in accordance with the CCDPH Lead Manual requirements and shall not be construed as an approval, review or supervision by CCDPH of the Grant Services performed or to be performed by Grantee or its Subcontractors.

O. Commencement of Lead Abatement/Mitigation. Grantee understands and agrees that applicable Direct Lead Hazard Control Activities must be started upon receipt from CCDPH of the Notice to Proceed. Grantee shall notify the CCDPH Lead Program Director, in writing, within ten (10) business days after receipt of the Notice to Proceed if the applicable Direct Lead Hazard Control Activities have not started.

P. Final Clearance Testing.

1. Upon completion of Lead Abatement/Mitigation to a Unit, Grantee shall conduct a final clearance test, in accordance with the Act and the Code. If the samples taken at the final clearance test do not meet the clearance criteria, Grantee, without additional reimbursement from CCDPH, must provide additional Grant Services until the clearance criteria have been satisfied.
2. Grantee shall bear the expense of additional Grant Services and clearance testing services and shall not request additional reimbursement through Grant Funds from CCDPH.
3. This section shall not be construed to prohibit Grantee from imposing upon its Subcontractor the cost of additional Grant Services and clearance testing required as a

result of such Subcontractor's failure to pass final clearance testing.

Q. Grant Reports. Grantee shall submit reports to CCDPH on a quarterly basis on the following dates during the term of this Agreement: March 15, June 15, September 15 and a final report on December 15. Such reports shall include information on all Units in the process of remediation and Units for which remediation has been completed. Such report shall be in a form and format approved by CCDPH and as set forth in Section XII of the CCDPH Lead Manual.

R. 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

S. 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. In order to receive reimbursement, Grantee must submit Reimbursement Packets to CCDPH containing the following signed, original and correctly completed items via U.S. Mail:
 - a. Final Clearance Test Results (including lab results of dust samples);
 - b. Certificate of Compliance;
 - c. A properly completed and signed County 29A Voucher Form;
 - d. Subcontractor's Invoice;
 - e. Grantee's Invoice; and
 - f. Such additional documents or forms as required by the CCDPH Lead Manual or as may be requested by CCDPH during the term of this Agreement.
2. Documents and/or forms that are incorrectly completed, unsigned, photocopied, facsimiled or e-mailed will not be processed. Grantee should refer to the CCDPH Lead Manual for a Reimbursement Packet documentation check list and sample templates.

D. Transmission of Reimbursement Packet. All Reimbursement Packets shall be sent *via* United States mail (registered or certified, return receipt requested) or by Overnight/Express Mail Delivery Service (the receipt will be documentary evidence that these items were timely filed) to the address set forth below. A copy of all Reimbursement Packets shall also

concurrently be sent to the email address noted below.

Attention: Deanna Durica
Cook County Department of Public Health
Lead Poisoning Prevention and Healthy Homes Unit
Oak Forest Health Center
15900 South Cicero Avenue
Administration Building- 1st floor
Oak Forest, Illinois 60452
Email: ddurica@cookcountyhhs.org

E. Payment by CCDPH. Upon receipt of signed, correctly completed Reimbursement Packets, reimbursement will be processed by CCDPH.

F. Failure to Submit Timely Reimbursement Packets.

1. All reimbursement requests for this Agreement 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 any 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 Reimbursement Packets 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 Units during the term of this Agreement. Grantee shall complete a minimum of units each year).

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: \$240,000 (Two Hundred Forty Thousand Dollars). The Maximum Grant Funding Amount to be provided by CCDPH to Grantee on an annual basis shall not exceed \$80,000 (Eighty 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 \$216,000 (Two Hundred Sixteen Thousand Dollars) during the term of this Agreement. Accordingly, on an annual basis, reimbursement of Grantee's actual Direct Lead Hazard Activities shall not exceed \$72,000 (Seventy Two Thousand Dollars).
2. Generally, Direct Lead Hazard Activities are limited to a maximum amount of \$12,000 (Twelve 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. Administrative Costs. Grantee's allowable administrative costs shall not exceed \$24,000 (Twenty Four Thousand Dollars). Accordingly, on an annual basis, Grantee's allowable administrative costs shall not exceed \$8,000 (Eight 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, 2020**.

XII. TERMINATION

A. Termination For Convenience.

Either party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to the other party. Following notice of such termination, 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.

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: Cara Pavlicek
Title: Village Manager
Agency: Village of Oak Park
Address: 123 Madison Street

To CCDPH:

Terry Mason MD,
F.A.C.S Chief
Operating Officer
Cook County Department of Public Health
Oak Forest Health Center

City, State, Zip: Oak Park, IL 60302
Fax: (708) 358-5101
Email: villagemanager@oak-park.us

15900 South Cicero Avenue
Administration Building- 1st
floor Oak Forest Illinois 60452
Fax: 708-633-4140

With a copy to:
Deanna Durica,
MPH Director
Lead Poisoning Prevention and Healthy
Homes Unit
Cook County Department of Public Health
Oak Forest Health Center
15900 South Cicero Avenue,
Building B Oak Forest, Illinois
60452
Fax: (708) 633-8090
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.
- 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 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: _____
Title: _____
Agency: _____
FEIN: _____

Date: _____

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

John J. Shannon, M.D.
Chief Executive Officer
Cook County Health and Hospitals System

Date: _____

Acknowledged by:



Terry Mason, M.D., FACS
Chief Operating Officer
Cook County Department of Public Health

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