
CHAMPAIGN COUNTY BOARD OF HEALTH

Brookens Administrative Center
1776 E. Washington
Urbana, IL 61802

Phone: (217) 384-3772
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Champaign County Board of Health

Tuesday, January 25, 2011

6:00 p.m.

Lyle Shields Meeting Room

**Brookens Administrative Center, 1776 E. Washington
Urbana, Illinois**

AGENDA

ITEM

PAGE NO.

- A. Call to Order**
- B. Roll Call**
- C. Approval of Agenda/Addenda**
- D. Approval of Minutes**
 - 1. November 30, 2010 *1-5
- E. Public Participation on Agenda Items Only**
- F. Correspondence and Communications**
- G. Smile Healthy**
 - 1. Monthly Report – November 2010 *6-8
- H. CUPHD**
 - 1. Approval of CUPHD Invoice – November 2010 *9
 - 2. Approval of CUPHD Invoice – December 2010 *10
 - 3. Acceptance of the Potable Water Supply Program Grant *11-29
 - 4. Letter to IDPH in Support of the Champaign County Local Assessment of Need
 - 5. Letter to Send to Carle Regarding Their Practice of Referring Their Health Alliance-Insured Clients to our STD Clinic and Other Services
 - 6. Marc J. Vaughan, Licensed Water well Pump Installation Contractor, Violation Notice Issued by IDPH (Provided for Information)

7. Request Permission, Under Special Circumstances, to Provide a Temporary Waiver to Local Ordinance Requirement Regarding Private Sewage Disposal System Permits
8. Adoption of the 2010 IPLAN for Champaign County
9. Administrator's Report – *(To Be Distributed)*
10. CUPHD Monthly Division Reports – November 2010 & December 2010
Reports Can Be Viewed At: <http://www.c-uphd.org/monthly-reports.html>
 - a. Administrative Training
 - b. Environmental Health
 - c. Human Resources
 - d. Infectious Disease
 - e. Maternal & Child Health
 - f. Wellness & Health Promotion

I. Other Business

1. Request Approval of FY2011 Calendar of Meetings *30

J. Approval of Closed Session Minutes

1. November 30, 2010

K. Public Participation on Non-Agenda Items Only

L. Closed Session Pursuant to 5 ILCS 12012 (c)11 to Consider Litigation When an Action on Behalf of the Board of Health Has Been Filed & is Pending in Court

M. Adjournment

1 CHAMPAIGN COUNTY BOARD OF HEALTH

2
3 **Monthly Meeting**
4 **Tuesday, November 30, 2010**
5

6 **Call to Order**
7

8 The Board of Health (BOH) held its monthly meeting on November 30, 2010 in the Lyle
9 Shields Meeting Room at the Brookens Administrative Center, 1776 East Washington, Urbana.
10 The meeting was called to order at 6:02 p.m. by Board President Bobbi Scholze.
11

12 **Roll Call**
13

14 Board members present at the time of roll call were Stan James, John Peterson, Cheryl
15 Ramirez, Bobbi Scholze, Betty Segal, and David Thies. The staff member present was Kat Bork
16 (Board of Health Administrative Assistant).
17

18 The absent Board members were Brenda Anderson and Prashanth Gowda.
19

20 Also present were Nancy Greenwalt (Smile Healthy Executive Director), Julie Pryde
21 (CUPHD Administrator), Jim Roberts (CUPHD Environmental Health Director), and Andrea
22 Wallace (CUPHD Finance Director).
23

24 **Approval of Agenda/Addendum**
25

26 **MOTION** by James to approve the agenda; seconded by Segal. **Motion carried with**
27 **unanimous support.**
28

29 **Approval of Minutes**
30

31 **MOTION** by Ramirez to approve the September 28, 2010 minutes; seconded by Segal.
32 **Motion carried with unanimous support.**
33

34 **Public Participation on Agenda Items Only**
35

36 There was no public participation over the agenda items.
37

38 **Correspondence and Communications**
39

40 There was no correspondence or communications.
41

42 **Smile Healthy**
43

44 **MOTION** by James to receive and place on file the Smile Healthy monthly report for
45 September 2010; seconded by Thies.
46

47 James asked for clarification regarding whether the BOH money granted to Smile
48 Healthy is used to provide services to everyone within Champaign County or only those who live
49 outside CUPHD's jurisdiction. Greenwalt verified a screening process is employed so the BOH

50 money is only used for County jurisdiction residents who are children. The Head Start and
51 Frances Nelson dental programs have separate funding sources and accept patients from
52 anywhere, including the Cities of Champaign and Urbana.

53
54 **Motion carried with unanimous support.**

55
56 Request Approval of Participation Agreement Renewal

57
58 Greenwalt explained the renewal is the same document that has been ongoing as long as
59 Smile Healthy has been funded by the BOH. The dollar amount and dates are only things that
60 changed in the renewal document.

61
62 **MOTION** by Thies to approve the renewal of the Smile Healthy Participation
63 Agreement; seconded by Ramirez. **Motion carried with unanimous support.**

64
65 CUPHD

66 Approval of CUPHD Invoice – September 2010 & October 2010

67
68 Peterson asked about the Phase 1, 2, & 3 grants. Wallace explained those grants ended in
69 August and the Board should not see any more billings for those programs

70
71 **MOTION** by Peterson to approve payment of the CUPHD September 2010 and October
72 2010 invoices; seconded by Thies. **Motion carried with unanimous support.**

73
74 Request Approval of Schoonover Sewer Service, Inc. Invoice

75
76 **MOTION** by James to approve payment of the Schoonover Sewer Service, Inc. Invoice;
77 seconded by Ramirez.

78
79 James inquired if Schoonover was the only person contacted to provide the service.
80 Roberts confirmed estimates from two contractors were obtained and Schoonover was the
81 contractor selected for the project.

82
83 **Motion carried with unanimous support.**

84
85 Administrator's Report – October 2010 & November 2010

86
87 Pryde added that there has been one human case of the West Nile Virus in Champaign
88 County to the information provided in her report. Roberts confirmed the individual became ill
89 mid-September and CUPHD received the blood work results in October.

90
91 Scholze noted the October BOH meeting was canceled due to CUPHD's activities in
92 multiple cases and asked how things were progressing. Pryde said they were tracking a case
93 involving the CDC that could not be publically discussed yet. There was also a daycare business
94 in the county with a salmonella outbreak and another with a norovirus outbreak, both at the same
95 time. Roberts remarked a restaurant in the CUPHD area had a norovirus outbreak. Pryde
96 confirmed CUPHD has been extremely busy. There has been another noncompliant TB case

97 where she had to issue an isolation order and the TB cases will continue to come. Pryde is
98 particularly concerned about drug resistant TB occurrences.
99

100 CUPHD Monthly Division Reports – September 2010 & October 2010

101
102 The monthly division reports for Administrative Training, Environmental Health, Human
103 Resources, Infectious Disease, Maternal & Child Health, and Wellness & Health Promotion were
104 posted on CUPHD's website at <http://www.c-uphd.org/monthly-reports.html>.
105

106 **MOTION** by James to receive and place on file the Administrator's report and division
107 monthly reports; seconded by Segal. **Motion carried with unanimous support.**
108

109 **MOTION** by James to suspend the rules to allow Alan Kurtz to ask a question of the
110 BOH as he requested; seconded by Peterson. **Motion carried with unanimous support.**
111

112 Kurtz asked if the names of preschools with disease outbreaks are published in the
113 newspaper or kept confidential. Pryde explained CUPHD only publishes a school's name if
114 there is a public health threat to the public. Often some parents will call the newspaper with the
115 information. Just about every day some daycare or nursing home will have a virus outbreak.
116 Kurtz wanted to know if there is a pattern to any one school. Pryde answered there was none
117 that she was aware of. Roberts suggested concerned parents ask about a daycare center's
118 policies regarding sick children. Pryde added that it was usually a matter of keeping hands
119 washed. She wished all daycare workers were required to get a Hepatitis A vaccine. In answer
120 to the Board's questions about vaccines, Peterson explained about Hepatitis A and B vaccines.
121

122 Request to Increase the Fee Charged for a Food Rules & Regulations Book

123
124 **MOTION** by James to increase the fee charged for a Food Rules & Regulations Book;
125 seconded by Thies.
126

127 James understood the need to raise the fee for a paper copy, but wanted to know why the
128 same was not done for a CD copy. Roberts explained the costs of creating a paper copy takes
129 more labor than a CD copy, plus the paper itself. The book is available on the website for free.
130 Roberts was willing to give a free CD copy to anyone who requests it.
131

132 **Motion carried with unanimous support.**
133

134 Request to Increase the Fee Charged for a Private Sewage Disposal Act & Code Book

135
136 Roberts explained this request was to increase the fee charged for paper copy of the
137 Private Sewage Disposal Act & Code Book to \$8 to cover the labor and paper costs. This act
138 and code book is also available for free on the website, but is not available on CD at this time.
139

140 **MOTION** by Peterson to approve the fee increase charged for a paper copy of a Private
141 Sewage Disposal Act & Code Book; seconded by James. **Motion carried with unanimous**
142 **support.**

143 Discussion of the IDPH Grant to CUPHD for Services Regarding Tanning Facilities in the
144 District and in Champaign County

145
146 Roberts explained that, prior to the formation of the County Public Health Department,
147 CUPHD obtained a grant from IDPH for the tanning program. Since CUPHD has to now apply
148 for these grants, he wanted the BOH to discuss whether they should apply for a separate grant for
149 the fourteen tanning facilities in the County area or to continue to apply for a grant that combines
150 the service for the CUPHD and County area. CUPHD is paid \$100 for providing the service.
151 The cost of providing the service was estimated at \$55.20 without calculating travel expense.
152 Grant revenue exceeded expenditures last fiscal year. Peterson asked what the advantages would
153 be in applying for a separate grant. Roberts stated it would be a disadvantage for him to prepare
154 two separate grants. The BOH could receive funding of \$600. CUPHD would keep any
155 revenues in excess of expenditures even if the County has a separate grant. Roberts said the new
156 public act requirement of grant writing increases the expenditures for all grants. James inquired
157 if the BOH would be billed for grant writing if the grant revenue does not cover expenditures.
158 Roberts thought it was reasonable to bill BOH to cover the costs. James wanted an amount not
159 to be exceeded and to be notified in advance and Pryde agreed. The Board agreed that separate
160 IDPH grants should be submitted for CUPHD and the County BOH for tanning facilities in each
161 jurisdiction.

162
163 Request Approval of Amendment to RECG Agreement

164
165 **MOTION** by James to approve the amendment to the RECG Agreement; seconded by
166 Thies.

167
168 James said the amendment for an entity to pay for emergency assistance provided by the
169 other parties after five days made sense if the other entities agree. Pryde thought only the
170 University of Illinois had yet to approve amendment and all the other entities had approved it.

171
172 **Motion carried with unanimous support.**

173
174 Closed Session Pursuant to 5 ILCS 12012 (c)11 to Consider Litigation When an Action on
175 Behalf of the Board of Health Has Been Filed & is Pending in Court

176
177 **MOTION** by James to enter into a closed session pursuant to 5 ILCS 12012 (c)11 to
178 Consider Litigation When an Action on Behalf of the Board of Health Has Been Filed & is
179 Pending in Court. He further moved the following individuals remain present: the Recording
180 Secretary, CUPHD Administrator, and CUPHD Environmental Health Director. The motion was
181 seconded by Segal. **Motion carried with a vote of 6 to 0.** James, Peterson, Ramirez, Scholze,
182 Segal, and Thies voted in favor of the motion. The Board entered into closed session at 6:37
183 p.m. and resumed open session at 6:54 p.m.

184
185 Other Business

186 Request Approval of FY2011 Calendar of Meetings

187
188 **MOTION** by James to approve the FY2011 Calendar of Meetings; seconded by Segal.

189 Scholze announced there had been a request to move the meetings to different dates.
190 Bork explained Peter Tracy, the Mental Health Board Executive Director, asked for the BOH to
191 change its FY2011 calendar of meetings so the Mental Health Board could hold its meetings on
192 the dates the BOH has reserved the Lyle Shields Meeting Room. The Board discussed possible
193 dates or locations for its FY2011 meetings and the conflicts with the County Board's tentative
194 study session dates and political party caucuses.

195
196 **James made friendly amendment to his original motion to schedule the next BOH**
197 **meeting for January 25, 2011 and approve the remaining FY2011 calendar of meetings in**
198 **January. Segal agreed to consider the amendment as friendly.**

199
200 The Board asked to have new calendars prepared with the meetings scheduled on the
201 third and fourth Wednesdays of the month at 6:00 p.m. for their consideration.

202
203 **Motion carried as amended with unanimous support.**

204
205 **Approval of Closed Session Minutes**

206
207 **MOTION** by Thies to approve the September 28, 2010 closed session minutes; seconded
208 by Ramirez. **Motion carried with unanimous support.**

209
210 **Public Participation on Non-Agenda Items Only**

211
212 James spoke about the Cherry Orchards Apartments situation and expressed his opinion
213 how it was sad no agency had addressed the problems in the housing units. He felt the County
214 Board passing a habitability ordinance has been long time coming.

215
216 **Adjournment**

217
218 The meeting was adjourned at 7:15 p.m.

219
220 Respectfully submitted,

221
222 Kat Bork
223 Board of Health Administrative Assistant

224
225 *Secy's note: The minutes reflect the order of the agenda and may not necessarily reflect the order of business conducted at the meeting.*



Champaign County Board of Health Monthly Report for November 2010, FY10

Total Number of Patients Seen From All Programs this month: **171**

Total Number of Unique Patients In BOH Fiscal Year 2010: **2177**

Total Number of Participating Providers this month: **10**

Breakdown of current month patients for all programs by town.

- o Champaign: **58**
- o Homer: **1**
- o Ludlow: **10**
- o Mahomet: **3**
- o Pesotum: **2**
- o Philo: **2**
- o Rantoul: **47**
- o Sadorus: **6**
- o Savoy: **2**
- o Thomasboro: **1**
- o Tolono: **18**
- o Urbana: **18**
- o Other: **3**

Mobile Clinic Events

November 8, 2010 - Monday – Champaign Head Start

November 12, 2010 – Friday – Ludlow Elementary

November 15, 2010 – Monday – St. Patrick's Food Pantry Adult Clinic

November 18, 2010-Thursday – Christian Health Center, Champaign

November 19, 2010 – Friday – Unity West, Tolono

November 22, 2010 – Monday – Savoy Head Start

Education and Outreach

October events not included in last report:

10/5/10 Provena, Urbana – Smile Healthy volunteer together with a U of I Extension member provided nutrition and dental education, dental supplies, and dental referral to adults

10/25/10 Provena, Urbana – Smile Healthy volunteer together with a U of I Extension member provided nutrition and dental education, dental supplies, and dental referral to adults

11/02/10 Head Start Preschool, Savoy - A staff hygienist delivered an educational program and provided dental educational materials to **57 children**

11/03/10 Salt and Light, Champaign - A staff hygienist together with a U of I Extension member provided educational materials and dental supplies to **150 adults and 20 children**

SmileHealthy – formerly Central Illinois Dental Education and Services (CIDES)
Head Start Dental Clinic . Mobile Dental Clinics . Child Dental Access Program . Dental Health Education
PO Box 154, Champaign, IL 61824-0154 – phone 217.359.7404 – fax: 217.352-9745
www.smilehealthy.org

11/04/10 Head Start Preschool, Savoy - A staff hygienist delivered an educational program and provided dental educational materials to **54 children**

11/5/10 I Hotel, Champaign – Press Conference to announce support for new dental clinic at Frances Nelson Health Center to be managed by SmileHealthy.

11/08/10 St. Patrick's Church, Urbana - A staff hygienist together with a U of I Extension member provided educational materials and dental supplies to **60 adults and 15 children**

11/09/10 Head Start Preschool, Savoy - A staff hygienist delivered an educational program and provided dental educational materials to **54 children**

11/09/10 Leal Elementary School, Urbana - A staff hygienist together with a U of I Extension member delivered an educational program and provided educational materials with dental supplies to **28 children (3rd grade)**

11/10/10 Leal Elementary School, Urbana - A staff hygienist together with a U of I Extension member delivered an educational program and provided educational materials with dental supplies to **25 children (Kindergarten)**

11/12/10 Don Moyer's Boys and Girls Club, Champaign - A staff hygienist delivered an educational presentation and provided dental supplies and educational materials to **70 children**

11/16/10 Head Start Preschool, Rantoul - A staff hygienist delivered an educational program and provided dental educational materials to **108 children**

11/16/10 Provena, Urbana – Smile Healthy volunteer together with a U of I Extension member provided nutrition and dental education, dental supplies, and dental referral to **5 adults**

11/18/10 Head Start Preschool, Urbana - A staff hygienist delivered an educational program and provided dental educational materials to **54 children**

11/23/10 Head Start Preschool, Champaign - A staff hygienist provided an educational program and dental educational material to **36 children**

11/23/10 Steer Place – Public Housing, 1201 E Colorado Ave., Urbana, IL 61801 - A staff hygienist together with U of I Extension member provided an educational program and dental supplies to **11 senior citizens**

11/23/10 Provena, Urbana –A staff hygienist provided nutrition and dental education, dental supplies, and dental referral to **3 adults**

11/30/10 Head Start Preschool, Savoy - A staff hygienist delivered an educational program and provided dental educational materials to **57 children**

SmileHealthy
Champaign County Board of Health
Fiscal Year 2010 Report

	Dec 09	Jan 10	Feb 10*	March 10	April 10	May 10	June 10	July 10	Aug 10	Sep 10	Oct 10	Nov 10	Total
Bondville										2			2
Broadlands			1										1
Champaign	38	48	125	48	79	82	30	53	78	70	88	58	797
Dewey								2	1				3
Fisher	4			1	3	1	4		1	1			15
Foosland	1												1
Gifford	2	1				1	2		3	1			10
Homer	1	1	14	2	3	2	1	1			5	1	31
Ivesdale		1											1
Ludlow	1				1	2		4		1		10	19
Mahomet	1	12	2	5	18	17	12	8	1	10	1	3	90
Ogden	2	1				2		1		1	5		12
Penfield			2										2
Pesotum	2	2				1		1				2	8
Philo	3							1	2	1	3	2	12
Rantoul	53	18	57	37	75	73	56	54	60	25	73	47	628
Royal	1												1
Sadorus	2			1	1	4						6	14
Savoy	3	3	10	5	7	6	6	5	14	7	8	2	76
Seymour	1	1	1	2		3							8
Sidney	3	1	2	2	3	6	3			2	2		24
St. Joseph	3		7		2	54	4	3	1	1	1		76
Thomasboro	42				1	1	2	2	1		3	1	53
Tolono	5	4	12	10	11	5	5	6	6	4	1	18	87
Urbana	18	18	29	19	16	48	15	31	34	28	48	18	322
Other	1		38	102	83		23		167	86	1	3	504
Total	187	111	300	234	303	308	163	172	369	240	239	171	

Total Unique

Patients in FY 187 277 557 760 1015 1264 1385 1504 1834 2015 2126 2177

Education

Contacts 6 249 1051 876 989 579 574 247 21 359 1082 807 6840
Champaign and Urbana children seen either live outside city limits and are county residents or are part of the Head Start program and paid for by Medicaid or other funding.

*Feb will include patients from Give Kids A Smile with C-UPHD IDDS.

Invoice Number:	1012
Date of Invoice:	January 18, 2011
Billing Period:	November-10

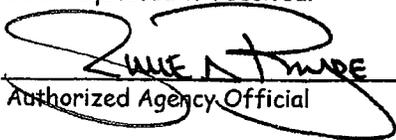
To:
 Champaign County Public Health Department
 1776 East Washington Street
 Urbana, Illinois 61802

For the Following Expenses:

533.07 Professional Services - Infectious Disease Prevention & Mgmt	\$	9,471.25
533.07 Professional Services - Vital Statistics	\$	235.58
533.07 Professional Services - Environmental Health	\$	25,821.83
533.07 Professional Services - Administration	\$	12,318.59
533.07 Professional Services - PHEP Grant (November 2010)	\$	5,968.04
533.07 Professional Services - TFC Grant	\$	-
533.07 Professional Services - West Nile Virus Grant	\$	-
533.07 Professional Services - Non-Community Water - CU Surveys	\$	-
533.07 Professional Services - PHER Phase 1 & 2 Grant	\$	-
533.07 Professional Services - PHER Phase 3 Grant	\$	-
533.07 Professional Services - County Well Water Testing	\$	123.41
Total Amount Due to CUPHD per Contract	\$	53,938.70

CERTIFICATION:

I hereby certify that the amounts billed above agree with the approved budget; that appropriate purchasing procedures have been followed, and that reimbursement has not previously been requested or received.



 Authorized Agency Official

Invoice Number:	1101
Date of Invoice:	January 18, 2011
Billing Period:	December-10

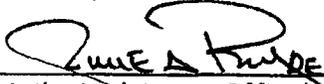
To:
Champaign County Public Health Department
1776 East Washington Street
Urbana, Illinois 61802

For the Following Expenses:

533.07 Professional Services - LHPG Communicable Disease	\$	3,578.83
533.07 Professional Services - LHPG Disease Intervention	\$	5,055.34
533.07 Professional Services - LHPG Hepatitis	\$	726.09
533.07 Professional Services - LHPG Tuberculosis	\$	2,796.84
533.07 Professional Services - LHPG Food	\$	13,402.08
533.07 Professional Services - LHPG Water	\$	4,714.33
533.07 Professional Services - LHPG Sewage	\$	5,125.08
533.07 Professional Services - Vital Statistics	\$	210.08
533.07 Professional Services - Administration	\$	12,096.67
533.07 Professional Services - PHEP Grant (December 2010)	\$	4,666.14
533.07 Professional Services - TFC Grant	\$	-
533.07 Professional Services - West Nile Virus Grant	\$	-
533.07 Professional Services - County Well Water Testing	\$	139.29
533.07 Professional Services - IPLAN	\$	-
Total Amount Due to CUPHD per Contract	\$	52,510.77

CERTIFICATION:

I hereby certify that the amounts billed above agree with the approved budget; that appropriate purchasing procedures have been followed, and that reimbursement has not previously been requested or received.



Authorized Agency Official

Fiscal Year 2011

Contract # 15380073
Appropriation 063-48250-1900-00-00 (474)
CFDA #

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and Champaign County Public Health Department, %Champaign-Urbana Public Health District, 201 W. Kenyon Road, Champaign, IL 61820, hereinafter referred to as the "Grantee", hereby agree as follows:

1. Authority:

- 1.1 The Department is authorized to make this grant pursuant to Groundwater Protection Act (415 ILCS 55/9) and the Drinking Water Systems Code, 77 Ill. Adm. Code 900; the Illinois Water Well Construction Code (415 ILCS 30) and related Code, 77 Ill. Adm. Code 920; the Illinois Water Well Pump Installation Code (415 ILCS 35) and related Code, 77 Ill. Adm. Code 925; and the general powers of the Department as they relate to water supply (20 ILCS 2305/2), the Surface Source Water Treatment Code, 77 Ill. Adm. Code 930, and the Public Area Sanitary Practice Code, 77 Ill. Adm. Code 895
- 1.2 The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the term of this grant. The Grantee represents and warrants that the grant application submitted the Grantee is in all material aspects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain all permits, licenses or other governmental approvals that may be necessary to perform the grant services.

2. Services:

- 2.1 The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant agreement. The grant application submitted by Grantee related to this grant agreement and on file with the Department is hereby incorporated and made a part of this agreement.
 - 2.1.1 Perform the Potable Water Supply Program in accordance with Section 615.320 of the Local Health Protection Grant Rules (77 Ill. Adm. Code 615), except the inspection and regulation of non-transient, non-community public water supplies, which will be conducted by the Department.
 - 2.1.2 Follow the program policies which are established by the Department.
 - 2.1.3 Complete and submit to the Department the appropriate data forms in accordance with the program policies for each water system within its jurisdiction to be eligible for compensation.
 - 2.1.4 Conduct a source water assessment for each active transient, non-community public water supply regulated by the local health department within its jurisdiction.
- 2.2 The Grantee will not use the services of a subcontractor or subgrantee to fulfill any obligations under this agreement without the prior written consent of the Department. All subgrantees shall have an application, including a budget and project deliverables, on file with the grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subcontracts and subgrants.

- 2.3 In connection with the services described in Section 2.1 above, the Department will:
- 2.3.1 Develop, publish, and update rules for the location and construction of water wells, the design and operation of non-community and semi-private water supplies, the installation of water well pumps, and the sealing of abandoned water wells. The Department will request comments from local health department concerning such changes and revisions.
 - 2.3.2 Perform an initial sanitary survey and evaluation of all non-community public water supplies which have not previously been surveyed. The Department shall identify any code violations and inform the supply of such violations. The Department will also complete the inventory and other necessary data forms to begin regulation of the facility. If the Local Health Department desires, it may assume the responsibilities contained in this paragraph, with approval of the Department.
 - 2.3.3 Inspect and sample non-community public and semi-private water supplies which serve hospitals, swimming pools, recreational areas, bathing beaches, youth camps, and migrant labor camps licensed by the Department, unless that water supply is to be inspected and sampled by another public health authority pursuant to a specific separate agreement. The Department shall also inspect and sample all non-transient, non-community public water supplies.
 - 2.3.4 Perform legal enforcement action. A joint inspection by personnel from both agencies may, at the option of the Department, be made prior to the filing of a request for action by the State's Attorney or Attorney General. Prior to requesting a joint inspection for a legal enforcement action, the Local Health Department shall make reasonable effort to obtain voluntary correction of deficiencies, and advise the owner of the possible consequences of the Department's legal enforcement action. Following a joint inspection, the filing of a request for action by the State's Attorney will be the Department's responsibility.
 - 2.3.5 Perform laboratory analyses of all required coliform and nitrate samples submitted by the Local Health Department, unless the Local Health Department wishes to secure the required analyses from another certified laboratory.
 - 2.3.6 Develop and maintain data processing systems to store data for all new water wells constructed, all samples analyzed, and all non-community public water supplies. The Department will provide any necessary reports to the Local Health Department upon request, when available.
 - 2.3.7 Administer the written examination and license all water well drillers and pump installers, and inform the Local Health Department of the names of licensed individuals likely to be working in its jurisdiction.
 - 2.3.8 Provide the Local Health Department necessary assistance, consultation, and training, including copies of all laws, rules, policies, informational brochures, data forms, etc. At least one training session will be held annually to provide the required training for Local Health Department staff.
 - 2.3.9 Review the Local Health Department program at least once every (3) years, or as often as necessary, in order to assure substantial compliance with the Local Health Protection Grant Rules (77 Ill. Adm. Code 615).
 - 2.3.10 Compensate the Local Health Department annually for each active transient non-community public water supply within its jurisdiction that has been surveyed and is on routine sampling.

Payments pursuant to this paragraph shall be made in equal quarterly amounts on July 1, October 1, January 1, and April 1 of each year, with the first payment due only after the Local Health Department has performed this agreement for 3 complete months. After the Local Health Department has performed this agreement for 2 complete years, payments shall be made in equal quarterly amounts on

July 1, October 1, January 1, and April 1 of each year for each active transient non-community public water supply within its jurisdiction which has been initially surveyed or routinely inspected within the past 2 years and which is on routine sampling.

2.3.11 The Compensation rates in this agreement may be renegotiated and increased in subsequent years, (dependent upon the total federal grant received by the Department for the Safe Drinking Water Program, the total number of active non-community public water supplies in the state, the Department's total laboratory costs incurred in fulfilling paragraph #5 above, etc.) without amending and re-executing this agreement; however, no rate shall be reduced without amending this agreement.

3. **Term:**

The period of this grant agreement is October 1, 2010 through September 30, 2011; however, it may be terminated at any time during this period by either party upon written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination, the Grantee shall be paid for work satisfactorily completed prior to the date of termination.

4. **Compensation:**

4.1 The grant funds shall be estimated to be \$1,050.00.

4.2 This grant is federally funded by a Memorandum of Understanding with the Illinois Environmental Protection Agency, Procurement No. FWN-8308, dated 1/11/08.

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

Fee for Service

\$50.00 annually for each transient, non-community public water supply

4.4 The Grantee will provide its services in accordance with the budget submitted in the grant application and which is on file with the Department.

4.5 Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the services, unless the agreement specifically set forth items of support to be provided by the Department.

4.6 Grantee and any subgrantees shall not, in accordance with P.A. 096-1456, expend any grant funds paid from the State of Illinois General Revenue Funds for the following promotional items: calendars, pens, buttons, pins, magnets, and any other similar promotional items.

4.7 **Expenditure of Grant Funds; Right to Refund**

Payment of the grant amount specified in Section 4.1 shall be made to the Grantee as specified herein. Grant funds provided under this Agreement must be expended only to perform the tasks set forth in Section 2.1 of this agreement and the grant application on file with the Department. In addition to reasons set forth in other sections of this agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to this agreement; or (ii) Grant funds have not been expended or legally obligated within the grant term. If the Department requires a refund under either of the above circumstances, the Grant funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective grant-agreement termination date.

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

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within forty-five (45) days following said expiration or termination. Any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within forty-five (45) days following the expiration or termination of this Agreement. Grantee's failure to comply with any reporting requirements of the Department may result in the termination of this agreement or suspension of payments under this agreement.

5. Notices:

Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals at the following respective addresses or to such other address as either party may from time to time designate by notice to the other party. Each such notice shall be deemed to have been provided at the time it was actually received. By giving notice, either Party may change the contact information.

to the Department: Illinois Department of Public Health
Division of Environmental Health
Attn: Eric Portz
525 W. Jefferson Street
Springfield, IL 62761

to the Grantee: Champaign County Public Health Department
%Champaign-Urbana Public Health District
201 W. Kenyon Road
Champaign, IL 61820

6. Public Information Requirements:

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than fifteen (15) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager. The Grantee shall not publish, disseminate or otherwise release any promotional materials without the express written approval by the Department.

The Grantee will provide adequate advance notice pursuant to Section 5 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the event.

7. Grant Fund Control Requirements:

7.1 Audits

- A. Standard Audit: If the Grantee is required to have a Standard Audit, the Grantee shall provide the Department with a copy of such audit reports, the management letter, and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH any year an audit is performed over the life of the grant.
- B. Federal Requirements: If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide the Department with a copy of the audit report, the data collection form, the management letter, and the SAS 114 letter, as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH annually for the life of the grant. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide IDPH with an annual letter stating a Single Audit was not required.
- C. Discretionary Audit: The Department may, at any time, and its discretion, request a Grant-Specific Audit or other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- D. Audit Performance: All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.

7.2 Reporting Requirements

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

A. At a minimum, the grantee shall file a quarterly report with the Department. The quarterly reports shall describe the progress of the program, project, or use and the expenditure of the grant funds provided to the grantee under this Agreement.

B. Expenditures and Project Activity Prior to Grant Execution. If the Agreement is executed more than ninety (90) days after the beginning date of the grant term provided in grant agreement, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.

C. Final Financial Status Report The Final Financial Status Report is due within forty-five (45) days following the end date stated in the Notice of Grant Award. **The Grantee should refer to the Grant Instruction Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates.** Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with this requirement will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.

a. Additional Information: Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to materials sufficient to document information provided by the Grantee.

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

c. Failure to Submit Report: In the event Grantee fails to timely submit any reports required under this Agreement, the Department withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

7.3 Grant Instructions

Upon execution of this Grant Agreement, the Grantee will receive a grant instruction package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 7.2(C) of this Grant Agreement.

7.4 Fiscal Recording Requirements

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

7.5 Due Diligence in Expenditure of Grant Funds

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

7.6 Monitoring

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

8. General Provisions:

8.1 Availability of Appropriation/Sufficiency of Funds

This grant is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this grant, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient

to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The Grantee will be notified in writing of the failure of appropriation or a reduction or decrease.

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

Grantee and its subcontractors shall maintain books and records relating to the performance of the agreement or subcontract and necessary to support amounts charged to the State under the agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Grantee for a period of three (3) years from the later of the date of final payment under the agreement or completion of the agreement, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay agreement costs, the Grantee and its subcontractors must retain its records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the granting Agency, the Auditor General, the Attorney General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Grantee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books and records are not available to support the purported disbursement. The Grantee or subcontractors shall not impose a charge for audit or examination of the Grantee's books and records.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontractors and subgrants, a provision that the Department, the Attorney General, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

8.3 Time is of the Essence

Time is of the essence with respect to Grantee's performance of this agreement. Grantee shall continue to perform its obligations while any dispute concerning the agreement is being resolved unless otherwise directed by the State.

8.4 No Waiver of Rights

Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

8.5 Force Majeure

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the agreement without penalty if performance does not resume within thirty (30) days of the declaration.

8.6 **Confidential Information**

Each Party, including its agents and subgrantors, to this agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the agreement, in whatever form it is maintained, promptly at the end of the agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8.7 **Use and Ownership**

All work performed or supplies created by Grantee under this agreement, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this agreement.

Equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds. During the Grant term, the Grantee must: (1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Section 2.1; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

8.8 **Indemnification and Liability**

The Grantee shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Grantee of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Grantee's negligent performance; or (c) any act, activity or omission of Grantee or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

8.9 **Independent Contractor**

Grantee shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

8.10 **Solicitation and Employment**

Grantee shall not employ any person employed by the State during the term of this agreement to perform any work under this agreement. Grantee shall give notice immediately to the Agency's director if Grantee solicits or intends to solicit State employees to perform any work under this agreement.

8.11 **Compliance with the Law**

The Grantee, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this agreement. Grantee shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Grantee shall obtain at its own expense, all licenses and permissions necessary for the performance of this agreement.

8.12 **Background Check**

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Grantee's and subcontractors officers, employees or agents. Grantee or subagreementor shall reassess immediately any such individual who, in the opinion of the State, does not pass the background checks.

8.13 **Applicable Law**

This agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this agreement. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, agreements, or any other activity.

8.14 **Anti-Trust Assignment**

If Grantee does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the agreement, then upon request of the Illinois Attorney General, Grantee shall assign to the State rights, title and interest in and to the claim or cause of action.

8.15 **Contractual Authority**

The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the agreement. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Grantee. When the Chief Procurement officer or authorized designee signs a master agreement on behalf of State agencies, only the Agency that places an order with the Grantee shall have any liability to Grantee for that order.

8.16 **Modifications and Survival**

Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Grantee's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

8.17 **Performance Record/Suspension**

Upon request of the State, Grantee shall meet to discuss performance or provide agreement performance updates to help ensure proper performance of the agreement. The State may consider Grantee's performance under this agreement and compliance with law and rule to determine whether to continue the agreement, suspend Grantee from doing future business with the State for a specified period of time, or to determine whether Grantee can be considered responsible on specific future agreement opportunities.

8.18 **Freedom of Information Act**

This agreement and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this agreement.

8.19 **Amendments**

This Agreement may not be amended without prior written approval of both the Grantee and the Department.

8.20 **Assignment**

The Grantee understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

8.21 **Termination for Cause**

The State may terminate this agreement, in whole or in part, immediately upon notice to the Grantee if: (a) the State determines that the actions or inactions of the Grantee, its agents, employees or subagreementors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Grantee has notified the State that it is unable or unwilling to perform the agreement.

If Grantee fails to perform to the State's satisfaction any material requirement of this agreement, is in violation of a material provision of this agreement, or the State determines that the Grantee lacks the financial resources to perform the agreement, the State shall provide written notice to the Grantee to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the agreement without additional written notice or (b) enforce the terms and conditions of the agreement.

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

8.22 **Termination for Convenience**

The State may, for its convenience and with thirty (30) days prior written notice to Grantee, terminate this agreement in whole or in part and without payment of any penalty or incurring any further obligation to the Grantee. The Grantee shall be entitled to compensation upon submission of invoices and proof of claim

for supplies and services provided in compliance with this agreement up to and including the date of termination.

8.23 **Health Insurance Portability and Accountability Act Compliance**

Grantee shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to statute, 42 USC 132d, and applicable regulations, 45 CFR 160, 162, and 164, as may be promulgated or amended over time.

8.24 **Entire Agreement**

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

9. **Certifications:**

Grantee acknowledges and agrees that compliance with this section and each subsection for the term of the Agreement and any renewals is a material requirement and condition of this agreement. By executing this Agreement Grantee certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance. If the Parties determine that any certification in this section is not applicable to this agreement it may be stricken without affecting the remaining subsections.

- 9.1 As part of each certification, Grantee acknowledges and agrees that should Grantee or its subcontractors/subgrants provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
- the Agreement may be void by operation of law,
 - the State may void the Agreement, and
 - the Grantee and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- 9.2 Grantee certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act; the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this agreement.
- 9.3 Grantee certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.
- 9.4 Grantee (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).
- 9.5 Grantee certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.
- 9.6 To the extent there was a incumbent Grantee providing the services covered by this agreement and the employees of that Grantee that provide those services are covered by a collective bargaining agreement,

Grantee certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the agreement subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this agreement (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service agreements.

- 9.7 Grantee certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Grantee made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- 9.8 If Grantee has been convicted of a felony, Grantee certifies at least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- 9.9 If Grantee, or any officer, director, partner, or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Grantee certifies at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from being awarded a agreement and acknowledges that the State shall declare the agreement void if this certification is false (30 ILCS 500/50-10.5).
- 9.10 Grantee certifies it is not barred from having a agreement with the State based on violating the prohibition on providing assistance to the state in identifying a need for a agreement (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
- 9.11 Grantee certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the State may declare the agreement void if this certification is false (30 ILCS 500/50-11) or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 9.12 Grantee certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the agreement being declared void.
- 9.13 Grantee certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five (5) years, and is therefore not barred from being awarded a agreement (30 ILCS 500/50-14).
- 9.14 Grantee certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State agreement, nor has Grantee accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State agreement (30 ILCS 500/50-25).
- 9.15 Grantee certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 9.16 Grantee certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

- 9.17 Grantee certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 9.18 In accordance with the Steel Products Procurement Act, Grantee certifies steel products used or supplied in the performance of a agreement for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 9.19 a) If Grantee employs twenty-five (25) or more employees and this agreement is worth more than Five-Thousand Dollars (\$5,000.00), Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- b) If Grantee is an individual and this agreement is worth more than Five-Thousand Dollars (\$5,000.00), Grantee shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the agreement (30 ILCS 580).
- 9.20 Grantee certifies that neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to agreements that exceed Ten-Thousand Dollars (\$10,000.00) (30 ILCS 582).
- 9.21 Grantee certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 9.22 Grantee certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public agreements, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 9.23 Grantee certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 9.24 Grantee certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 9.25 Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the agreement have been produced in whole or in part by the labor or any child under the age of twelve (12) (30 ILCS 584).
- 9.26 Grantee certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 9.27 Grantee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in an agreement valued at over Twenty-Five Thousand Dollars (\$25,000.00). This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period (1) preceding the procurement lobbying activity.

- 9.28 Grantee certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this agreement will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa (30 ILCS 587).
- 9.29 For capital fund grant awards over \$250,000, Grantee certifies that it will comply with P.A. 096-1064 with regard the business enterprise program practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities of the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575) and the equal employment opportunity practices of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105).
- 9.30 Grantee certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Grantee will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of two (2) years after the end of the agreement term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Grantee certifies as applicable:

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

Or

Grantee has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Grantee acknowledges a continuing duty to update the registration as required by the Act.

10. **Federally Funded General Grant Provisions:** N/A

11. **Taxpayer Status:**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: CHAMPAIGN COUNTY PUBLIC HEALTH DEPARTMENT

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number 37-6006910

Legal Status (check one):

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

12. **Attestation:**

Grantee certifies under oath that Grantee has read, understands, and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief, that the funds awarded under this grant shall be used only for the purposes described in this Agreement and that the Grantee shall be bound by the same. Grantee acknowledges that the award of Grant Funds under this Agreement is conditioned upon this certification/attestation.

For the Grantee:

Grantee Signature

Julie A. Pryde

Typed Name

Public Health Administrator

Title

109721-00 (CUPHD)

Illinois Department of Human Rights Number (if applicable)

Date

For the Department:

Eric Portz

Recommended By

Damon T. Arnold, M.D., M.P.H.

Director of Public Health

Execution Date

**AGREEMENT FOR THE CONDUCT OF A POTABLE WATER SUPPLY PROGRAM
BY A LOCAL HEALTH DEPARTMENT AS AN APPROVED AGENT**

It is mutually understood by and between the Illinois Department of Public Health, hereinafter referred to as the "Department", and the Champaign-Urbana Health District hereinafter referred to as the "Local Health Department", that the purpose of this agreement is to establish responsibilities for both the Department and Local Health Department in the performance of a potable water supply program. This agreement shall only apply to a Local Health Department which is not conducting a potable water supply program pursuant to an ordinance approved by the Department.

Effective January 1, 1990, amended October 1, 2010, the Local Health Department shall act as the Agent of the Department for the purpose of making inspections and investigations under authority of the Groundwater Protection Act (415 ILCS 55/9) and the Drinking Water Systems Code, 77 Ill. Adm. Code 900; the Illinois Water Well Construction Code (415 ILCS 30) and related Code, 77 Ill. Adm. Code 920; the Illinois Water Well Pump Installation Code (415 ILCS 35) and related Code, 77 Ill. Adm. Code 925; and the general powers of the Department as they relate to water supply (20 ILCS 2305/2), the Surface Source Water Treatment Code, 77 Ill. Adm. Code 930, and the Public Area Sanitary Practice Code, 77 Ill. Adm. Code 895.

The Regional Engineer or Regional Supervisor in the Department's Champaign Regional Office shall be the Department's representative for the operational aspects of this agreement and all future coordination shall be through the Regional Engineer or Regional Supervisor. The Regional Engineer or Regional Supervisor shall be responsible for coordinating this program. Communications and requests to the Department for services are to be directed to that office. The Local Health Department may also communicate directly with the central office staff in Springfield when regional staff are unavailable or when additional program assistance is necessary.

The Local Health Department shall:

1. Perform the Potable Water Supply Program in accordance with Section 615.320 of the Local Health Protection Grant Rules (77 Ill. Adm. Code 615), except the inspection and regulation of non-transient, non-community public water supplies, which will be conducted by the Department.
2. Follow the program policies which are established by the Department.
3. For each water well permit issued, the Local Health Department shall collect a water well permit fee as prescribed in Section 920.130(d) of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920) made payable to the "Illinois Department of Public Health". All such fees shall be submitted along with a copy of the permit application, on Department forms, to the Department within 10 days of receipt.
4. Complete and submit to the Department the appropriate data forms in accordance with the program policies for each water system within its jurisdiction to be eligible for compensation.
5. Conduct a source water assessment for each active transient, non-community supply regulated by the local health department within its jurisdiction.

The Department shall:

1. Develop, publish, and update rules for the location and construction of water wells, the design and operation of non-community and semi-private water supplies, the installation of water well pumps, and the sealing of abandoned water wells. The Department will request comments from local health department concerning such changes and revisions.
2. Perform an initial sanitary survey and evaluation of all non-community public water supplies which have not previously been surveyed. The Department shall identify any code violations and inform the supply of such violations. The Department will also complete the inventory and other necessary data forms to begin regulation of the facility. If the Local Health Department desires, it may assume the responsibilities contained in this paragraph, with approval of the Department.
3. Inspect and sample non-community public and semi-private water supplies which serve hospitals, swimming pools, recreational areas, bathing beaches, youth camps, and migrant labor camps licensed by the Department, unless that water supply is to be inspected and sampled by another public health authority pursuant to a specific separate agreement. The Department shall also inspect and sample all non-transient, non-community public water supplies.
4. Perform legal enforcement action. A joint inspection by personnel from both agencies may, at the option of the Department, be made prior to the filing of a request for action by the State's Attorney or Attorney General. Prior to requesting a joint inspection for a legal enforcement action, the Local Health Department shall make reasonable effort to obtain voluntary correction of deficiencies, and advise the owner of the possible consequences of the Department's legal enforcement action. Following a joint inspection, the filing of a request for action by the State's Attorney will be the Department's responsibility.
5. Perform laboratory analyses of all required coliform and nitrate samples submitted by the Local Health Department, unless the Local Health Department wishes to secure the required analyses from another certified laboratory.
6. Develop and maintain data processing systems to store data for all new water wells constructed, all samples analyzed, and all non-community public water supplies. The Department will provide any necessary reports to the Local Health Department upon request, when available.
7. Administer the written examination and license all water well drillers and pump installers, and inform the Local Health Department of the names of licensed individuals likely to be working in its jurisdiction.
8. Provide the Local Health Department necessary assistance, consultation, and training, including copies of all laws, rules, policies, informational brochures, data forms, etc. At least one training session will be held annually to provide the required training for Local Health Department staff.

9. Review the Local Health Department program at least once every (3) years, or as often as necessary, in order to assure substantial compliance with the Local Health Protection Grant Rules (77 Ill. Adm. Code 615).
10. Compensate the Local Health Department at the rate of \$50.00 annually for each active transient non-community public water supply within its jurisdiction that has been surveyed and is on routine sampling.

Payments pursuant to this paragraph shall be made in equal quarterly amounts on July 1, October 1, January 1, and April 1 of each year, with the first payment due only after the Local Health Department has performed this agreement for 3 complete months. After the Local Health Department has performed this agreement for 2 complete years, payments shall be made in equal quarterly amounts on July 1, October 1, January 1, and April 1 of each year for each active transient non-community public water supply within its jurisdiction which has been initially surveyed or routinely inspected within the past 2 years and which is on routine sampling.

11. Compensate the Local Health Department at a rate of \$75.00 for each Department water well permit issued by the Local Health Department; however, payment shall be made quarterly on July 1, October 1, January 1, and April 1 of each year for those permits issued during the previous three months.
12. The Compensation rates in this agreement may be renegotiated and increased in subsequent years, (dependent upon the total federal grant received by the Department for the Safe Drinking Water Program, the total number of active non-community public water supplies in the state, the Department's total laboratory costs incurred in fulfilling paragraph #5 above, etc.) without amending and re-executing this agreement; however, no rate shall be reduced without amending this agreement.

Either party may terminate this agreement by giving 30 days written notice to the other party.

For the Grantee:

Grantee Signature/Date Signed

Julie A. Pryde

Typed Name

Public Health Administrator

Title

For the Department:

Eric Portz

Recommended by

Damon T. Arnold, M.D., M.P.H.

Director

Execution Date

BOARD OF HEALTH CALENDAR RECOMMENDATION FOR FY2011

All meetings are held at Brookens Administrative Center, 1776 E. Washington St, Urbana in the Lyle Shields Meeting Room, unless otherwise noted.

Monday, February 28, 2011, 6:00 p.m.

(Due to February 22nd election and the County Clerk needing the Shields & Putman Meeting Rooms.)

Tuesday, March 22, 2011, 6:00 p.m.

Tuesday, April 19, 2011, 6:00 p.m.

Tuesday, May 31, 2011, 6:00 p.m.

Tuesday, June 21, 2011, 6:00 p.m.

Tuesday, July 19, 2011, 6:00 p.m.

Tuesday, August 16, 2011, 6:00 p.m.

(The County Board Legislative Budget Hearing is on August 23, 2011)

Tuesday, September 20, 2011, 6:00 p.m.

October 18, 2011, 6:00 p.m.

November 15, 2011, 6:00 p.m.