AGREEMENT

This Agreement, dated this 1st day of March, 2014 between Palatine Township (TOWNSHIP), a body politic and corporate, and Northwest Community Hospital Foundation - Mobile Dental Van (RECIPIENT) provides as follows:

1. RECIPIENT has applied to the Township seeking Town Funds for the period commencing March 1, 2014 and ending February 28, 2015. A copy of Recipient’s application, which is on file with the Township, is incorporated by reference in this agreement as fully as if set forth verbatim within.

2. By action of the Township Board on March 31, 2014, the TOWNSHIP allocated to RECIPIENT the sum of $25,000 from Town Fund for the services, programs and facilities set forth in paragraph 3 below.

3. RECIPIENT represents and warrants that, $25,000 will be expended as provided in Schedule A to undertake such programs and services for Palatine Township residents only. No funds provided by Palatine Township shall be spent toward construction of any kind since this could make the construction project(s) subject to the provisions of the Illinois Prevailing Wage Act.

4. RECIPIENT makes the following additional representations:

   A. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, service, facility or activity, offered or provided by RECIPIENT on the grounds of race, color, national origin, sex, age, religion or handicap.

   B. None of the funds provided, directly or indirectly under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for any office, for lobby or propaganda purposes designed to support or defeat any legislation, either pending or proposed, before any governmental body, or for any legal expenses in defense or any civil or criminal action or investigation.

5. RECIPIENT agrees to provide the Township the following:

   A. 1. If funds provided indicated in section 2, above, are equal to or greater than $12,000 then sworn monthly or other periodic statements or reports setting forth the
services rendered or facilities or programs provided, the per diem, per hour, per client or
other basis for computing charges to TOWNSHIP for such services, programs or
facilities, and such other information as may be requested by the TOWNSHIP.
Payment by TOWNSHIP to RECIPIENT shall be made only after receipt of all such
information: provided however reimbursement to RECIPIENT on a cumulative basis
shall not exceed (a) an aggregate of 1/12 of the amount provided for in this Agreement
multiplied by the number of months from March 1 through the month in which
reimbursement is requested, or (b) the actual expenses incurred by RECIPIENT which
are reimbursable hereunder, whichever is less.

2. If the funds indicated in section 2 above are less than $12,000 then
sworn quarterly or other periodic statements or reports setting forth the services
rendered or facilities or programs provided, the per diem, per hour, per client or other
basis for computing charges to TOWNSHIP for such services, programs or facilities,
and such other information as may be requested by the TOWNSHIP. Payment by
TOWNSHIP to RECIPIENT shall be made only after receipt of all such information.

Invoices for the final billing of the Township’s fiscal year shall be submitted by
February 23, 2015. Late invoices may be paid at the discretion of Palatine
Township. If paid, the funds will be decremented from the following year’s funding
appropriated by the Township Board.

B. At such times and in such forms as the TOWNSHIP may require, any other
statements, records, reports, data or information pertaining to matters covered by this
Agreement, provided such information is not protected by confidentiality statutes or
government confidentiality regulations.

C. Upon request by TOWNSHIP, RECIPIENT shall provide copies of its mailing
list, membership list, staff roster, clients/customers served and any other internal books,
records or documents relating to or involved in RECIPIENT’S operations pertaining to
this agreement consistent with necessary confidentiality regulations and statutes.
D. Any and all audits or other accounting reports required by any statute, rule or regulation applicable to (1) TOWNSHIP'S agreement to provide funding hereunder, or (2) RECIPIENT'S operations as a not-for-profit entity. RECIPIENT agrees to use the services of a qualified and licensed certified public accounting or auditing firm in preparing the audits and reports called for by this subparagraph. If RECIPIENT refuses to provide such an audit or accounting report, the TOWNSHIP may, at its sole discretion, employ a firm of its choice to conduct such audits and provide such reports and deduct the costs of such audit from any amounts otherwise due RECIPIENT hereunder. Nothing contained in the foregoing portion of this subparagraph shall be interpreted as a requirement that the TOWNSHIP obtain such an audit on the agency's behalf or as a limitation on the TOWNSHIP'S right to any and all appropriate remedies for breach of contract should the agency fail to perform its obligations hereunder at its own expense.

E. The opportunity and right, at any reasonable time and upon reasonable notice to examine and inspect all of its books, records, lists, statements and other written data on documents pertaining to this agreement. Such right shall extend to any properly designated representative of the TOWNSHIP and such examination(s) or inspection(s) shall occur during normal business hours.

6. Any of the examinations, inspections or audits referenced in this agreement shall be subject to the provisions and terms governing confidentiality set forth by United States or Illinois law. Information relating to personal, medical and financial data of specific individuals served by the RECIPIENT will be treated as confidential.

7. RECIPIENT shall provide TOWNSHIP with a written report signed by its CHIEF EXECUTIVE DIRECTOR/OFFICER, or whoever else is deemed to be in charge of RECIPIENT'S activities, programs, services and facilities including the following:

A. A description of each program, service, activity or facility provided or offered by RECIPIENT.

B. A statement that all such programs, services, activities and facilities are accessible to the handicapped within the meaning of the Rehabilitation Act of 1973 and Americans with Disabilities Act (ADA).
C. An identification of those programs, services, activities or facilities which are not accessible to the disabled or handicapped. With respect to these programs, services or activities, RECIPIENT shall furnish a detailed statement setting forth the specific steps (including timetables) to be taken to achieve accessibility.

D. If structural modifications will be required to achieve accessibility, a detailed statement setting forth the modifications required and the timetable for completion. TOWNSHIP may prescribe the form of report required above. TOWNSHIP may also conduct an on-site review at any time to determine RECIPIENT’S compliance with all handicap requirements.

8. If RECIPIENT fails to comply with any of the terms or conditions of this Agreement, or with any of its representations hereunder, TOWNSHIP shall give RECIPIENT written notice specifying the default, and time frame for cure to correct the situation.

A. If RECIPIENT fails or refuses to cure such default within such time period or any extension allowed by TOWNSHIP, then after affording RECIPIENT a hearing before a regular meeting of the TOWNSHIP board of Trustees, TOWNSHIP may terminate, suspend or otherwise modify at its sole discretion any further funding or payments under this agreement.

B. If RECIPIENT has expended any funds received from TOWNSHIP in violation of this Agreement, or in violation of any statute, Rule or Regulation, Code provision or case law decision, RECIPIENT shall reimburse TOWNSHIP for such funds and shall indemnify and hold TOWNSHIP harmless against any claims, demands, costs, expenses or fees of any nature whatsoever arising out of or relating to such acts or omissions on the part of RECIPIENT.

9. RECIPIENT agrees to indemnify and hold TOWNSHIP harmless against any and all claims or demands or any nature whatsoever arising out of or relating to any act or omission on the part of RECIPIENT. This agreement to indemnify and hold harmless shall also apply to any fees (including attorney’s fees), costs or expenses incurred by TOWNSHIP.

10. This Agreement shall terminate on February 28, 2015 and no warranty or
representation is made by the TOWNSHIP as to the availability of any appropriations or allocations of funds beyond this date. Any funds appropriated but not disbursed by such date shall lapse.

11. At all times during the existence of this agreement, RECIPIENT shall maintain the following insurance in a company authorized to do business in the State of Illinois;

A. Public liability insurance in an amount not less than $1,000,000.00 which may include coverage commonly referred to as umbrella coverage.

B. Contractual liability coverage insuring against RECIPIENT'S obligations pursuant to paragraph 8B and 9 above. The TOWNSHIP shall be named as an additional insured under all policies of insurance and the policies shall provide that they may not be canceled on less than 30 days prior written notice to TOWNSHIP and RECIPIENT.

12. Any notices required hereunder shall be sent by registered mail, return receipt requested, or shall be delivered in person, at the following addresses:

(a) TOWNSHIP: Palatine Township  
721 S. Quentin Road, Suite 101  
Palatine, IL 60067

(b) RECIPIENT: Northwest Community Hospital Foundation – Mobile Dental Van  
3060 Salt Creek Ln., # 110  
Arlington Heights, IL 60005

13. RECIPIENT shall not assign or transfer any interest or rights in the Agreement, or subcontract any of the services, programs or facilities to be provided hereunder without the prior written consent of the TOWNSHIP.

14. If RECIPIENT fails to execute this agreement within 45 days from the date hereof, then this agreement shall be null and void and TOWNSHIP shall be under no obligation to provide any funding.

15. If TOWNSHIP, at any time, deems that it is unable or unwilling to make any
payment or payments otherwise due under this Agreement, for services not yet performed by the agency, such payment or payments may be either deferred or canceled upon seven (7) days written notice to recipient. The TOWNSHIP shall have the sole discretion as to whether (a) it is unable or unwilling to make any payment or payments, (b) such payment(s) should be deferred or canceled, and the time period if a payment is to be deferred. TOWNSHIP agrees to pay for services already rendered and not yet billed. RECIPIENT agrees that it will be conclusively bound by TOWNSHIP'S decision in all such events. RECIPIENT acknowledges that for purposes of this Paragraph, no claim will be made for services performed for a period beyond the current billing period or detailed in Paragraph 5 (above).

In WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first above written.

PALATINE TOWNSHIP

Supervisor
Sharon Langlotz-Johnson

ATTEST:

Clerk: Lisa Moran

Northwest Community Hospital Foundation – Mobile Dental Van

BY: ________________________________

ATTEST: ________________________________
Schedule A

Agreement between Palatine Township and Northwest Community Hospital - Mobile Dental Van dated March 1, 2014.

The Palatine Township funding for the period March 1, 2014 – February 28, 2015 shall be $25,000 and is to be expended for the following services:

$25,000 for Mobile Dental Clinic Van services.

All service recipients shall be Palatine Township residents.