

**REQUEST FOR PROPOSALS (RFP)
FOR
MEDICAL, DENTAL AND MENTAL HEALTH
SERVICES/SUBJECT MATTER EXPERTS (SMEs)**

JULY 18, 2013

**CITY OF CHICAGO
DEPARTMENT OF FAMILY AND SUPPORT SERVICES**

**RESPONSES MUST BE RECEIVED NO LATER THAN
August 9, 2013
AT 4:30 P.M.**

One original and one copy of the proposal should be submitted in a sealed envelope or package labeled as shown below:

**Medical, Dental and Mental Health
Services/Subject Matter Experts (SMEs)**

Responses should be addressed and returned to:

Vanessa Rich
Deputy Commissioner
Department of Family and Support Services
1615 W. Chicago Ave. 2nd Fl.
Chicago, Illinois 60602

**Additionally, an exact and complete copy of the proposal should be e-mailed to:
paulette.mecurius@cityofchicago.org by June 25, 2013 by 4:30 P.M.**

**DFSS will host a Pre-Proposal Conference:
July 25, 2013, 10:00 A.M. – 11:30 A.M.
At the
Department of Family and Support Services,
1615 W. Chicago Ave., Rm. 205
Chicago, IL**



**RAHM EMANUEL
MAYOR**

**EVELYN DIAZ
COMMISSIONER**

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A. THE RFP

1. PURPOSE

The Department of Family and Support Services (DFSS) is seeking to contract with capable organizations to provide and to act in the capacity of a subject matter experts and support service providers in relevant medical (including Ob/Gyn), dental and mental health issues to its Head Start and Early Head Start delegate agencies, DFSS, the Health Services Advisory Committee, the Chicago Coalition for Urban Opportunities, governing or advisory boards affiliated with the City or the delegate agencies and/or clients of the delegate agencies as needed and appropriate. This RFP describes the following program components:

1. SME – Medical (including Ob/Gyn)
2. SME - Dental
3. SME – Mental Health
4. Support Services - Medical (including Ob/Gyn)
5. Support Services - Dental
6. Support Services –Mental Health

We encourage Respondents to apply for as many of the above components as they are qualified.

Overall, subject matter experts component will provide guidance, technical assistance and expert advice to DFSS Children’s Services Division staff (as the Head Start grantee) on larger scale, addressing policy issues being discussed within the Head Start system, locally, state-wide and nationally on the specific topics mentioned in this RFP.

As a support service provider, Respondents applying for each area should be able to provide other related services as outlined in the scope of services section. These include the provision of referrals, collaborating with other specialists, training and technical assistance to a variety of audiences, assuring the maintenance of accurate records, developing content specific communications and reports to a variety of audiences.

2. BACKGROUND

In 2009, the Department of Family and Support Services was created in order to provide more coordinated services for the city’s most vulnerable citizens. The mission of FSS is as follows:

“The Chicago Department of Family and Support Services is dedicated to supporting a continuum of coordinated services to enhance the lives of Chicago residents, particularly those most in need, from birth through the senior years. The department works to promote the independence and well-being of neighborhoods by providing direct assistance and administering resources to a network of community-based organizations, social service providers and institutions.”

The Children Services Division at FSS administers the City’s Head Start, Early Head Start and Child Care funding, providing childcare and childcare related services to thousands of children ages 0-12 in Chicago.

Head Start and Early Head Start are comprehensive child development programs which serve children from birth to age 5, pregnant women, and their families. They are child-focused programs,

and have the overall goal of increasing the social competence of young children in low income families. Social competence takes into account the interrelatedness of social, emotional, cognitive, and physical development.

Head Start services are also family-centered, following the tenets that children develop in the context of their family and culture and that parents are respected as the primary educators and nurturers of their children. Head Start offers family members opportunities and support for growth and change, believing that people can identify their own strengths, needs, and interests and are capable of finding solutions.

The Chicago Department of Family and Support Services provides Head Start and Early Head Start programming to income eligible children, ages 3-5 and 0-3, respectively. DFSS provides Head Start to 16,818 children and Early Head Start to 923 pregnant mother, infants and toddlers through a network of 46 delegate agencies. The following program options are available:

- Center-based programs
- Family Child Care Homes programs
- Home-Based programs

For further information about these and the other social services offered through the Department of Family and Support Services, please visit the DFSS website: www.cityofchicago.org/fss .

3. ANTICIPATED TERM OF GRANT AGREEMENT AND FUNDING SOURCE(S)

Funding is made available through the Head Start program. DFSS anticipates awarding *a maximum* of \$600,000 per year for all programs combined. DFSS requests that Respondents provide an estimated hourly rate of service for subject matter expert and service provision work further distinguished by the area (medical, dental and/or mental health) in which the work will be done. DFSS anticipates awarding only one contract per program component (as listed on page 3).

Grant agreements are anticipated to start December 1, 2013 and end November 30, 2014. DFSS may extend this term for up to two additional periods, each not to exceed one year. This extension option is contingent upon successful performance of the program and services provided, and upon availability of funds. Should a Respondent's contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of Respondents generated from this RFP to select another qualified Respondent. The total overall award amount for the three years is anticipated to be \$1.8 million and will not exceed more than \$2 million.

4. ELIGIBLE RESPONDENTS

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. DFSS will consider availability of services in final funding decisions. Successful Respondents will be organizations with appropriately credentialed and certified doctors, dentists, mental health providers, and/or health care professionals capable of fulfilling the scope of services outlined in this document.

Respondents whose existing contracts with DFSS are not in good standing will not be considered for a grant agreement. Respondents not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or

Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

5. PROPOSAL DEADLINE

The due date for this RFP is **August 9, 2013 by 4:30 P.M.** **One** original and **one** copy should be submitted to:

Vanessa Rich
Deputy Commissioner
Department of Family and Support Services
1615 West Chicago Avenue, 2nd Floor
Chicago, Illinois 60622

Additionally, a **complete copy** of the proposal should be sent to paulette.mecurius@cityofchicago.org by this due date. Proposals will be accepted prior to the due date, from 9:00 a.m. to 4:00 p.m. Monday – Friday at the same location. All proposals must be complete. Incomplete proposals may not be reviewed. In-person or bonded messenger delivery of proposals is encouraged. Time stamped receipts will be issued as proof of timely submittal.

No proposal will be considered complete and therefore reviewed unless the original copy is delivered and received at DFSS offices.

Proposals received after the due date and time may be deemed NON-RESPONSIVE and, therefore, subject to rejection.

6. QUESTIONS

Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail. For answers to program-related questions please contact the following people:

Paulette Mercurius: pmercurius@cityofchicago.org

All other questions regarding the administrative aspects of this RFP may be directed to: Julia Talbot, jtalbot@cityofchicago.org.

7. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **Friday, July 26, 2013, 10:00 P.M. – 11:30 P.M. at the Department of Family and Support Services, 1615 W. Chicago Ave. Rm. 205 Chicago, IL**

To request reasonable accommodation for the pre-proposal conference, please contact, Monica Rafac, mrafac@cityofchicago.org. Requests for accommodations will be accepted up to 48 hours prior to the event.

8. PROPOSAL DEADLINE AND TIMELINE

Request for Proposal Issued:	July 18, 2013
Pre-Proposal Conference:	July 26, 2013
Responses due to DFSS:	August 9, 2013
Anticipated Announcement of Grantees by:	September 4, 2013

B. HEAD START REGULATIONS

In addition to adhering to the relevant Head Start regulations listed below, Respondents will also need to comply with appropriate state and local licensing standards and any other relevant and necessary regulations. For the paragraphs in the section following, grantee refers to DFSS and delegate agency generally refers to those agencies and organizations that directly provide and operate Head Start and Early Head Start program sites. For the City of Chicago Head Start program as administered by DFSS many of the services articulated below as the responsibility of the either the grantee or the delegate agency are being contracted for via this RFP and will be included in the expected and desired scope of services section which follows this one. Respondents to this RFP will be award Head Start Support Service type contracts and will be expected to provide the support services outlined in the scope of services section to DFSS and it Head Start/Early Head Start funded delegate agency contactors.

1. BACKGROUND AND HEAD START REGULATIONS
§ 1304.20 Child health and developmental services.

(a) Determining child health status.

(1) In collaboration with the parents and as quickly as possible, but no later than 90 calendar days (with the exception noted in paragraph (a)(2) of this section) from the child's entry into the program (for the purposes of 45 CFR 1304.20(a)(1), 45 CFR 1304.20(a)(2), and 45 CFR 1304.20(b)(1), "entry" means the first day that Early Head Start or Head Start services are provided to the child), grantee and delegate agencies must:

(i) Make a determination as to whether or not each child has an ongoing source of continuous, accessible health care. If a child does not have a source of ongoing health care, grantee and delegate agencies must assist the parents in accessing a source of care;

(ii) Obtain from a health care professional a determination as to whether the child is up-to-date on a schedule of age appropriate preventive and primary health care which includes medical, dental and mental health. Such a schedule must incorporate the requirements for a schedule of well child care utilized by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the State in which they operate, and the latest immunization recommendations issued by the Centers for Disease Control and Prevention, as well as any additional recommendations from the local Health Services Advisory Committee that are based on prevalent community health problems:

(A) For children who are not up-to-date on an age-appropriate schedule of well child care, grantee and delegate agencies must assist parents in making the necessary arrangements to bring the child up-to-date;

(B) For children who are up-to-date on an age-appropriate schedule of well child care, grantee and delegate agencies must ensure that they continue to follow the recommended schedule of well child care; and

(C) Grantee and delegate agencies must establish procedures to track the provision of health care services.

(iii) Obtain or arrange further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health or developmental problem; and (iv) Develop and implement a follow-up plan for any condition identified in 45 CFR 1304.20(a)(1)(ii) and (iii) so that any needed treatment has begun.

(2) Grantee and delegate agencies operating programs of shorter durations (90 days or less) must complete the above processes and those in 45 CFR 1304.20(b)(1) within 30 calendar days from the child's entry into the program.

(b) Screening for developmental, sensory, and behavioral concerns.

(1) In collaboration with each child's parent, and within 45 calendar days of the child's entry into the program, grantee and delegate agencies must perform or obtain linguistically and age appropriate screening procedures to identify concerns regarding a child's developmental, sensory (visual and auditory), behavioral, motor, language, social, cognitive, perceptual, and emotional skills (see 45 CFR 1308.6(b)(3) for additional information). To the greatest extent possible, these screening procedures must be sensitive to the child's cultural background.

(2) Grantee and delegate agencies must obtain direct guidance from a mental health or child development professional on how to use the findings to address identified needs.

(3) Grantee and delegate agencies must utilize multiple sources of information on all aspects of each child's development and behavior, including input from family members, teachers, and other relevant staff who are familiar with the child's typical behavior.

(c) Extended follow-up and treatment.

(1) Grantee and delegate agencies must establish a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of the follow-up plan.

(2) Grantee and delegate agencies must provide assistance to the parents, as needed, to enable them to learn how to obtain any prescribed medications, aids or equipment for medical and dental conditions.

(3) Dental follow-up and treatment must include:

(i) Fluoride supplements and topical fluoride treatments as recommended by dental professionals in communities where a lack of adequate fluoride levels has been determined or for every child with moderate to severe tooth decay; and

(ii) Other necessary preventive measures and further dental treatment as recommended by the dental professional.

(4) Grantee and delegate agencies must assist with the provision of related services addressing health concerns in accordance with the Individualized Education Program (IEP) and the Individualized Family Service Plan (IFSP).

(5) Early Head Start and Head Start funds may be used for professional medical and dental services when no other source of funding is available. When Early Head Start or Head Start funds are used for such services, grantee and delegate agencies must have written documentation of their efforts to access other available sources of funding.

(d) Ongoing care. In addition to assuring children's participation in a schedule of well child care, as described in Sec. 1304.20(a) of this part, grantee and delegate agencies must implement ongoing procedures by which Early Head Start and Head Start staff can identify any new or recurring medical, dental, or developmental concerns so that they may quickly make appropriate referrals. These procedures must include: periodic observations and recordings, as appropriate, of individual children's developmental progress, changes in physical appearance (e.g., signs of injury or illness) and emotional and behavioral patterns. In addition, these procedures must include observations from parents and staff.

(e) Involving parents. In conducting the process, as described in Sec. Sec. 1304.20 (a), (b), and (c), and in making all possible efforts to ensure that each child is enrolled in and receiving appropriate health care services, grantee and delegate agencies must:

(1) Consult with parents immediately when child health or developmental problems are suspected or identified;

(2) Familiarize parents with the use of and rationale for all health and developmental procedures administered through the program or by contract or agreement, and obtain advance parent or guardian authorization for such procedures. Grantee and delegate agencies also must ensure that the results of diagnostic and treatment procedures and ongoing care are shared with and understood by the parents;

(3) Talk with parents about how to familiarize their children in a developmentally appropriate way and in advance about all of the procedures they will receive while enrolled in the program;

(4) Assist parents in accordance with 45 CFR 1304.40(f)(2) (i) and (ii) to enroll and participate in a system of ongoing family health care and encourage parents to be active partners in their children's health care process; and

(5) If a parent or other legally responsible adult refuses to give authorization for health services, grantee and delegate agencies must maintain written documentation of the refusal.

(f) Individualization of the program.

(1) Grantee and delegate agencies must use the information from the screening for developmental, sensory, and behavioral concerns, the ongoing observations, medical and dental evaluations and treatments, and insights from the child's parents to help staff and parents determine how the program can best respond to each child's individual characteristics, strengths and needs.

(2) To support individualization for children with disabilities in their programs, grantee and delegate agencies must assure that:

(i) Services for infants and toddlers with disabilities and their families support the attainment of the expected outcomes contained in the Individualized Family Service Plan (IFSP) for children identified under the infants and toddlers with disabilities program (Part H) of the Individuals with Disabilities Education Act, as implemented by their State or Tribal government;

(ii) Enrolled families with infants and toddlers suspected of having a disability are promptly referred to the local early intervention agency designated by the State Part H plan to coordinate any needed evaluations, determine eligibility for Part H services, and coordinate the development of an IFSP for children determined to be eligible under the guidelines of that State's program. Grantee and delegate agencies must support parent participation in the evaluation and IFSP development process for infants and toddlers enrolled in their program;

(iii) They participate in and support efforts for a smooth and effective transition for children who, at age three, will need to be considered for services for preschool age children with disabilities; and

(iv) They participate in the development and implementation of the Individualized Education Program (IEP) for preschool age children with disabilities, consistent with the requirements of 45 CFR 1308.19.

§ 1304.22 Child health and safety

(a) Health emergency procedures. Grantee and delegate agencies operating center-based programs must establish and implement policies and procedures to respond to medical and dental health emergencies with which all staff are familiar and trained. At a minimum, these policies and procedures must include:

(1) Posted policies and plans of action for emergencies that require rapid response on the part of staff (e.g., a child choking) or immediate medical or dental attention;

(2) Posted locations and telephone numbers of emergency response systems. Up-to-date family contact information and authorization for emergency care for each child must be readily available;

(3) Posted emergency evacuation routes and other safety procedures for emergencies (e.g., fire or weather-related) which are practiced regularly (see 45 CFR 1304.53 for additional information);

(4) Methods of notifying parents in the event of an emergency involving their child; and

(5) Established methods for handling cases of suspected or known child abuse and neglect that are in compliance with applicable Federal, State, or Tribal laws.

(b) Conditions of short-term exclusion and admittance.

(1) Grantee and delegate agencies must temporarily exclude a child with a short-term injury or an acute or short-term contagious illness, that cannot be readily accommodated, from program participation in center-based activities or group experiences, but only for that generally short-term period when keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child.

(2) Grantee and delegate agencies must not deny program admission to any child, nor exclude any enrolled child from program participation for a long-term period, solely on the basis of his or her health care needs or medication requirements unless keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child and the risk cannot be eliminated or reduced to an acceptable level through reasonable modifications in the grantee or delegate agency's policies, practices or procedures or by providing appropriate auxiliary aids which would enable the child to participate without fundamentally altering the nature of the program.

(3) Grantee and delegate agencies must request that parents inform them of any health or safety needs of the child that the program may be required to address. Programs must share information, as necessary, with appropriate staff regarding accommodations needed in accordance with the program's confidentiality policy.

(c) Medication administration. Grantee and delegate agencies must establish and maintain written procedures regarding the administration, handling, and storage of medication for every child. Grantee and delegate agencies may modify these procedures as necessary to satisfy State or Tribal laws, but only where such laws are consistent with Federal laws. The procedures must include:

(1) Labeling and storing, under lock and key, and refrigerating, if necessary, all medications, including those required for staff and volunteers;

(2) Designating a trained staff member(s) or school nurse to administer, handle and store child medications;

(3) Obtaining physicians' instructions and written parent or guardian authorizations for all medications administered by staff;

(4) Maintaining an individual record of all medications dispensed, and reviewing the record regularly with the child's parents;

(5) Recording changes in a child's behavior that have implications for drug dosage or type, and assisting parents in communicating with their physician regarding the effect of the medication on the child; and

(6) Ensuring that appropriate staff members can demonstrate proper techniques for administering, handling, and storing medication, including the use of any necessary equipment to administer medication.

(d) Injury prevention. Grantee and delegate agencies must:

(1) Ensure that staff and volunteers can demonstrate safety practices; and

(2) Foster safety awareness among children and parents by incorporating it into child and parent activities.

(e) Hygiene.

(1) Staff, volunteers, and children must wash their hands with soap and running water at least at the following times:

(i) After diapering or toilet use;

(ii) Before food preparation, handling, consumption, or any other food-related activity (e.g., setting the table);

(iii) Whenever hands are contaminated with blood or other bodily fluids; and

(iv) After handling pets or other animals.

(2) Staff and volunteers must also wash their hands with soap and running water:

(i) Before and after giving medications;

(ii) Before and after treating or bandaging a wound (nonporous gloves should be worn if there is contact with blood or blood-containing body fluids); and

(iii) After assisting a child with toilet use.

(3) Nonporous (e.g., latex) gloves must be worn by staff when they are in contact with spills of blood or other visibly bloody bodily fluids.

(4) Spills of bodily fluids (e.g., urine, feces, blood, saliva, nasal discharge, eye discharge or any fluid discharge) must be cleaned and disinfected immediately in keeping with professionally established guidelines (e.g., standards of the Occupational Safety Health Administration, U.S. Department of Labor). Any tools and equipment used to clean spills of bodily fluids must be cleaned and disinfected immediately. Other blood-contaminated materials must be disposed of in a plastic bag with a secure tie.

(5) Grantee and delegate agencies must adopt sanitation and hygiene procedures for diapering that adequately protect the health and safety of children served by the program and staff. Grantee and delegate agencies must ensure that staff properly conduct these procedures.

(6) Potties that are utilized in a center-based program must be emptied into the toilet and cleaned and disinfected after each use in a utility sink used for this purpose.

(7) Grantee and delegate agencies operating programs for infants and toddlers must space cribs and cots at least three feet apart to avoid spreading contagious illness and to allow for easy access to each child.

(f) First aid kits.

(1) Readily available, well-supplied first aid kits appropriate for the ages served and the program size must be maintained at each facility and available on outings away from the site. Each kit must be accessible to staff members at all times, but must be kept out of the reach of children.

(2) First aid kits must be restocked after use, and an inventory must be conducted at regular intervals.

§ 1304.24 Child mental health.

(a) Mental health services.

(1) Grantee and delegate agencies must work collaboratively with parents (see 45 CFR 1304.40(f) for issues related to parent education) by:

(i) Soliciting parental information, observations, and concerns about their child's mental health;

(ii) Sharing staff observations of their child and discussing and anticipating with parents their child's behavior and development, including separation and attachment issues;

(iii) Discussing and identifying with parents appropriate responses to their child's behaviors;

(iv) Discussing how to strengthen nurturing, supportive environments and relationships in the home and at the program;

(v) Helping parents to better understand mental health issues; and

(vi) Supporting parents' participation in any needed mental health interventions.

(2) Grantee and delegate agencies must secure the services of mental health professionals on a schedule of sufficient frequency to enable the timely and effective identification of and intervention in family and staff concerns about a child's mental health; and

(3) Mental health program services must include a regular schedule of on-site mental health consultation involving the mental health professional, program staff, and parents on how to:

(i) Design and implement program practices responsive to the identified behavioral and mental health concerns of an individual child or group of children;

(ii) Promote children's mental wellness by providing group and individual staff and parent education on mental health issues;

(iii) Assist in providing special help for children with atypical behavior or development; and

(iv) Utilize other community mental health resources, as needed.

§ 1308.8 Eligibility criteria: Emotional/behavioral disorders.

(a) An emotional/behavioral disorder is a condition in which a child's behavioral or emotional responses are so different from those of the generally accepted, age-appropriate norms of children with the same ethnic or cultural background as to result in significant impairment in social relationships, self-care, educational progress or classroom behavior. A child is classified as having an emotional/behavioral disorder who exhibits one or more of the following characteristics with such frequency, intensity, or duration as to require intervention:

(1) Seriously delayed social development including an inability to build or maintain satisfactory (age appropriate) interpersonal relationships with peers or adults (e.g., avoids playing with peers);

(2) Inappropriate behavior (e.g., dangerously aggressive towards others, self-destructive, severely withdrawn, non-communicative);

(3) A general pervasive mood of unhappiness or depression, or evidence of excessive anxiety or fears (e.g., frequent crying episodes, constant need for reassurance); or

(4) Has a professional diagnosis of serious emotional disturbance.

(b) The eligibility decision must be based on multiple sources of data, including assessment of the child's behavior or emotional functioning in multiple settings.

(c) The evaluation process must include a review of the child's regular Head Start physical examination to eliminate the possibility of misdiagnosis due to an underlying physical condition.

45 CFR 1301-1311. Head Start Program Performance Standards and Other Regulations. 2006. English.

For further information please visit: <http://eclkc.ohs.acf.hhs.gov/hslc>

Additional information about state and local regulations can be found on the following websites:
USDA: <http://www.fns.usda.gov/CND/Care/CACFP/aboutcacfp.htm>

C. SCOPE

1. PROGRAM DESIGN

We are looking for Respondents capable of providing some or all of the services and activities outlined in the following section. *The agency will provide supportive services to assure compliance with 1304.20 1304.21 and 1304.24, state and local regulations. Services will be provided across all program models and options and for children birth to five, families, staff, parents and pre-natal care.*

a. Medical (Ob/Gyn) and/or Dental Health Support Services

The agency will provide supportive services to assure compliance with 1304.20, state, local and DFSS regulations. Services will be provided across all program models and options and for children birth to five, families, staff, parents and pre-natal care.

Including but not limited to:

- Providing nursing/health professionals to execute medical and dental health services for all DFSS program models.
- Provide medical/ob-gyn/dental consultation and medical and dental health services as needed to assure compliance.
- Assure that medical/ob-gyn/dental services are accurately reviewed according to the established standards.
- Develop, coordinate and provide as needed training, technical assistance at local (including parents), cluster and citywide.
- Provide the expertise needed to review and analyze children's medical/ob-gyn/dental records for accuracy and up to date for follow up and referral.
- Provide support for needed follow-up and referrals and resources as required by standards and best practice.
- Provide analysis of medical/ob-gyn/dental statistics and reports as needed.
- Assure that medical/ob-gyn/dental records are accurately maintained.
- Collaborate with other specialist identified in 1304.20 in relationship to Health Services including but not limited to nutritionists, dentists, gynecologists and obstetricians, lactose specialists, etc.
- Provide support as necessary to assure required well baby checks and related Early Head Start and best practice pregnant mothers and Infant toddler processes are appropriately completed and implemented.

- Provide training and technical assistance and support systems for providers to assure compliance with environmental safety checks, medical homes, local and citywide resources.
- Provide the opportunity to seek out and integrate appropriate medical and/or dental internships or apprenticeships to benefit participants and Head Start.
- Design, produce and execute content area specific communications, i.e. Newsletters, blogs on a regular basis using a variety of media including hard copy – language and culturally responsive.
- Provide reports as necessary to the grantee and delegates.

b. Mental Health Support Services

The agency will provide supportive services to assure compliance with 1304.20 1304.21 and 1304.24, state and local regulations. Services will be provided across all program models and options and for children birth to five, families, staff, parents and pre-natal care.

Including but not limited to:

- Providing health professionals to execute services for all DFSS program models.
- Provide mental health consultation and services as needed to assure compliance.
- Assure that mental health services are accurately reviewed according to the established standards.
- Develop, coordinate and provide as needed training, technical assistance at local (including parents), cluster and citywide.
- Provide the expertise needed to review and analyze children’s mental health and observation records for accuracy and up to date for follow up and referral.
- Provide support for needed follow-up and referrals and community-based resources as required by standards and best practice.
- Provide analysis of mental health reports as needed.
- Assure that mental health records are accurately maintained.
- Collaborate with agency staff and other specialists identified in 1304.20 in relationship to Health Services including but not limited to the medical doctors, gynecologists and obstetricians, etc.
- Provide support as necessary to assure that best practice pregnant mothers and Infant toddler processes are appropriately completed and implemented.

- Provide training for cultural competence and technical assistance as needed.
- Develop and implement support systems for providers to assure compliance with early childhood mental health best practices.
- Provide the opportunity to seek out and integrate appropriate mental health internships or apprenticeships to benefit participants and Head Start.
- Design, produce and execute content area specific communications, i.e. Newsletters, blogs on a regular basis using a variety of media including hard copy – language and culturally responsive.
- Provide reports as necessary to the grantee and delegates.

c. Subject Matter Expert (SME): Medical Services (and Ob/Gyn)

The SME will:

- Be State/Board Certified and have commensurate experience working with CSD populations.
- Work with Health Services Advisory Committee (HSAC) and its sub committees and work groups as a technical advisor in the area of Health.
- Provide training and technical assistance as needed relating to area of expertise, best practice and assuring CSD and stakeholders are operating with the most current, accurate and appropriate information in the field.
- Analyze health and community data as requested to (included but not limited to – trends, emerging issues, etc.).
- Develop, review, refine and revise health policies and procedures.
- Provide guidance and interpretation of local and national standards as needed.
- Assist with appropriate resource development to support area of expertise.
- Assist in identifying, developing, negotiating and supporting partnership agreements at all levels as needed.
- Provide professional expertise by representing and advocating on behalf of DFSS as needed on Race to the Top (RTTT), Dept. of Health and Human Services (HHS) and other related committees.
- Be responsible for assuring DFSS Early/Head Start staff is abreast of current information, research, best practice and trends.

- Assist DFSS Early/Head Start in forging and maintaining relations with professionals in the field.
- SME will provide regular report and those as requested.

Specifically the Ob/Gyn subject matter expert work will require the following:

- Be Board Certified in Ob/Gyn services, with at least 5 years' experience in serving at-risk pregnant mothers and teens.
- Will work closely with Medical SME to integrate services to pregnant mothers and teens into health services.
- Provide the technical and medical oversight of the "Early Head Start Pregnant Mothers and Teens Program."
- Interpret medical policies that pertain to pregnant mothers and teens.
- Develop and provide guidance for health policies and procedures that will ensure that evidence-based medical protocol and best practice standards are in place.
- Review and provide input on policy memoranda.
- Advise DFSS and its delegate agencies about medical issues pre and post pregnancy.
- Partner with DFSS in representing the interest of Head Start programs, children and families with City, State and other agencies.
- Provide training on women's reproductive health.
- Identify medically underserved areas and make service recommendations.
- Serve on the ECD/HSAC and the medical committees of the Health Services Advisory Committee.
- Make recommendations for program improvement.

d. SME: Dental/Oral Health

Dental/Dental SME will:

- Be State/Board Certified with commensurate experience working with Head Start/Early Head Start populations.
- Work with Health Services Advisory Committee (HSAC) and its sub committees and work groups as a technical advisor in the area of oral health/dental.

- Provide training and technical assistance as needed relating to area of expertise and best practice, assuring DFSS and stakeholders are operating with the most current, accurate and appropriate information in the field.
- Analyze health and community data as requested (included but not limited to – trends, emerging issues, etc.).
- Develop, review, refine and revise oral health policies and procedures.
- Provide guidance and interpretation of local and national standards as needed.
- Assist with appropriate resource development to support area of expertise.
- Assist in identifying, developing, negotiating and supporting partnership agreements at all levels particularly in underserved areas.
- Provide professional expertise by representing and advocating on behalf of DFSS as needed on Race to the Top (RTTT), Dept. of Health and Human Services (HHS) and other related committees.
- Be responsible for assuring DFSS staff is abreast of current information, research, best practice and trends.
- Assist DFSS Head Start staff in forging and maintaining relations with professionals in the field.
- Provide regular and special request reports.

e. Subject Matter Expert: Mental Health

The Mental Health SME will:

- Be certified in the State of Illinois to provide mental health services and have commensurate experience working with Early/Head Start populations.
- Be knowledgeable about infant mental health and child trauma practice.
- Support evidence-based strategies for mental health promotion, prevention and intervention.
- Work with Health Services Advisory Committee (HSAC) and its sub committees and work groups as a technical advisor in the area of mental health services.
- Provide training and technical assistance as needed relating to area of expertise, best practice and cultural competence and assuring DFSS staff and stakeholders are operating with the most current, accurate and appropriate information in the field.

- Analyze mental health and community data as requested (included but not limited to – trends, emerging issues, etc.)
- Develop, review, refine and revise mental health policies and procedures.
- Provide guidance and interpretation of state and national standards as needed.
- Assist with appropriate resource development to support area of expertise.
- Assist in identifying, developing, negotiating and supporting partnership agreements at all levels as needed.
- Provide professional expertise by representing and advocating on behalf of DFSS as needed on Race to the Top (RTTT), Dept. of Health and Human Services (HHS) and other related committees.
- Be responsible for assuring DFSS is abreast of current information, research, best practice and trends.
- Assist DFSS in forging and maintaining relations with professionals in the field.
- SME will provide regular reports and those as requested.

D. EVALUATION

1. PROCESS FOR EVALUATION OF PROPOSALS

Each proposal will be evaluated on the strengths of the Respondent and the responsiveness to the selection criteria outlined below. DFSS reserves the right to consult with other city departments or public or private funders during the evaluation process.

2. GENERAL SELECTION CRITERIA

The following criteria will be used in evaluating all Respondents.

a. Previous Service Experience

Respondents should demonstrate knowledge of the populations (both on an agency-wide and individual basis) to be served and in the way in which these populations should be served as evidenced by previous or current operation of a successful program in the desired field. Familiarity with Head Start desired.

b. Previous Contracting Experience

Respondents will have experience contracting with the City of Chicago and/or other government or private agencies to administer federal and state-funded grants of similar size and complexity to the one they are applying for through this proposal.

c. Quality of Proposed Scope of Work

Respondents should clearly articulate how they will complete the proposed scope of work in a timely and coordinated manner including how the program will be implemented both at the Head Start grantee and DFSS program levels. Staffing charts, institutional and individual qualifications and experiences with the type of work and the Head Start program as well as providing an overall vision for the execution of the proposed work will be taken into account.

d. Administrative/Fiscal Capacity and Experience

Respondents will demonstrate the ability to assume and meet all payroll and fiscal requirements of the proposed program. Expertise of current staff and the staffing plan for the proposed program, supervising and program monitoring experience and capacity will also be reviewed. Respondents will indicate the level of resources and expertise to manage the proposed program.

3. ADDITIONAL SELECTION CRITERIA

- a. The Respondent demonstrates relevant prior experience and deep knowledge in executing programs of similar scope, topic and size.
- b. Respondent demonstrates prior positive experience in developing and delivering services/materials and providing training and technical assistance to similar or same population groups as served by Head Start/Early Head Start.
- c. Specific and demonstrated experience working with and providing services to children ages 0-5.
- d. Quality of Respondent's proposed plan for outreach and assistance to low socio-economic clients.
- e. Quality of proposed plan for staffing.
- f. Evidence of fiscal capacity to execute the program.
- g. Willingness and capacity to participate in the evaluation component/data collection.
- h. The reasonableness of the cost of the proposal.
- i. The quality and strength of alliances and resources.
- j. Technical expertise and experience- provide descriptions and documentation of staff technical expertise and experience
- k. Appropriate licensure and/or certification of staff.
- l. If applicable management of subcontractors including the experience of the subcontractors.
- m. Reference checks.

E. LEGAL AND SUBMITTAL REQUIREMENTS

A description of the following required forms has been included for your information. ***Please note that most of these forms will be completed prior to grant agreement execution but are not necessary for the completion of this proposal.***

1. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

Respondents are required to execute the **Economic Disclosure Statement** annually through its on-line EDS system. Its completion will be required for those Respondents who are awarded contracts as part of the contracting process. More information about the on-line EDS system can be found at: <https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop>

2. DISCLOSURE OF LITIGATION AND ECONOMIC ISSUES

Legal Actions: Respondent must provide a listing and brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any officer, director, member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

1. A debtor in bankruptcy; or
2. A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
3. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
4. A defendant in any criminal action; or
5. A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
6. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
7. A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

Any Respondent having any recent, current or potential litigation, bankruptcy or court action and/or any current or pending investigation, audit, receivership, financial insolvency, merger, acquisition, or any other fiscal or legal circumstance which may affect their ability currently, or in the future, to successfully operate the requested program, must attach a letter to their proposals outlining the circumstances of these issues. Respondent letters should be included in a sealed envelope, directed to Commissioner Evelyn Diaz. Failure to disclose relevant information may result in a Respondent being determined ineligible or, if after selection, in termination of a contract.

3. GRANT AGREEMENT OBLIGATIONS

By entering into this grant agreement with the City, the Respondent is obliged to accept and implement any recommended technical assistance. The grant agreement will describe the payment methodology. Payment will be conditioned on the Respondent's performance in accordance with the terms of its grant agreement.

4. FUNDING AUTHORITY

This initiative is administered by the Department of Family and Support Services and the U.S. Department of Health and Human Services and local funds. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, the U.S. Department of Health and Human Services must be met. Additionally all successful Respondents must comply with the Single Audit Act if applicable.

5. INSURANCE REQUIREMENTS

Respondents must provide and maintain at their own expense or caused to be provided, during the term of the Agreement and during the time period following expiration if the Respondent is required to return and perform any of the work or Services or Additional Services under this

Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

INSURANCE TO BE PROVIDED

a) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent) and to include coverage for sexual abuse and molestation (with emotional distress as the trigger). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work for the Respondent must maintain limits of not less than \$1,000,000 with the same terms herein.

c) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondent must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Respondent must maintain limits of not less than \$1,000,000 with the same terms herein.

d) Professional Liability

When any counselors, case managers, program management and/or administration professionals or other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing professional services for the Respondent must maintain limits of not less than \$1,000,000 with the same terms herein.

e) Medical Professional Liability

When any medical services are performed in connection with the Agreement including Dental and Mental Health Providers, Medical Professional Liability Insurance for either employer or independent contract physicians, nurses, technicians and/or health care medical practitioners must

be maintained covering acts, errors, or omissions related to the rendering of or failure to render professional, medical or health care services with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by the Respondent and/or Providers under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

f) Directors and Officers Liability

Directors and Officers Liability Insurance must be maintained in connection with this Agreement with limits of not less than \$1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, precede commencement of services by the Respondent under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

g) Valuable Papers

When any media, data, reports, charts, results/records, files and any other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

h) Blanket Crime

the Respondent must provide Blanket Crime coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card or depository's forgery and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected or received and in the possession of the Respondent at any given time.

i) Property

The Respondent is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Respondent.

j) Additional Requirements

Respondents must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, Chicago, IL. 60622 and Comptroller's Office, Federal Funds Unit, 33 North LaSalle Street, Room 800, Chicago, IL. 60602 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Respondent must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from the Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. The Respondent shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve the Respondent of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the

Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Respondent must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Respondent .

The Respondent hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by the Respondent in no way limit the REspondent's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Respondent under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If the Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Respondent must require all subcontractors to provide the insurance required herein, or the Respondent may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of the Respondent unless otherwise specified in this Agreement.

If the Respondent or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

6. INDEMNITY

The successful Respondent will be required to indemnify City of Chicago for any losses or damages arising from the delivery of services under the grant agreement that will be awarded. The City may require the successful Respondent to provide assurances of performance, including, but not limited to, performance bonds or letters of credit on which the City may draw in the event of default or other loss incurred by the City by reason of the Respondent's delivery or non-delivery of services under the grant agreement.

7. FALSE STATEMENTS

a. 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an proposal, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

b. 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

c. 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

8. COMPLIANCE WITH LAWS, STATUTES, ORDINANCES AND EXECUTIVE ORDERS

Grant awards will not be final until the City and the respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, respondents must comply with the following and with each provision of the grant agreement:

a. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement.

The respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

b. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a

representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.

c. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.

d. Business Relationships with Elected Officials - Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "Municipal Code") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

e. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).

f. If selected for grant award, respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful respondents.

g. **Prohibition on Certain Contributions, Mayoral Executive Order 2011-4.** Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% ("**Owners**"), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "**Mayor**") or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.

h. (i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.

(iii) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the grant agreement.