

REQUEST FOR PROPOSALS (RFP)

For

Older Relatives Raising Children Support Program

Issued by:

CITY OF CHICAGO

(The Department of Family and Support Services)

On

August 26, 2014

All proposals shall be submitted via the Cybergrants system to:

Alexandra Cooney

**Deputy Commissioner of Senior Services
Department of Family and Support Services
1615 West Chicago Avenue, 3rd Floor
Chicago, Illinois 60622**

The application can be accessed at:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=35600

**PROPOSALS MUST BE RECEIVED NO LATER THAN
4:30 P.M. CENTRAL TIME ON Friday, September 9, 2014**



**Evelyn Diaz
Commissioner
Department of Family and Support Services**

**Rahm Emanuel
Mayor
City of Chicago**

Table of Contents

Section I - Invitation	
A. Purpose of the RFP.....	3
B. Background.....	3
C. Brief History of the Older Americans Act.....	4
D. Anticipated Term of Contract and Funding Source(s).....	4
E. Eligible Respondents.....	5
 Section II - RFP and Submission Information	
A. Proposal Deadline and Submittal Procedures.....	5
B. Contact Person Information.....	5
C. Pre-Submittal Conference	6
D. Timeline.....	6
 Section III – Scope of Services	
A. Description of Program Services.....	6
B. Program Definitions and Service Requirements.....	11
C. Staff Qualifications and Requirements.....	17
 Section IV – Evaluation and Selection Procedures	
A. Evaluation Process.....	20
B. General Selection Criteria.....	21
C. Additional Evaluation Criteria.....	21
 Section V – Legal and Submittal Requirements	
A. City of Chicago Economic Disclosure Statement (EDS).....	22
B. Disclosures of Litigation and Economic Interests.....	22
C. Grant Agreement Obligations.....	23
D. Funding Authority.....	23
E. Insurance Requirements.....	23
F. Indemnity.....	23
G. False Statements.....	23
H. Compliance with Laws, Statutes, Ordinances and Executive Orders...	24

SECTION I. Invitation

A. Purpose of the RFP

The Department of Family and Support Program is seeking proposals from qualified organizations for the provision of “Older Relatives Raising Children Support Services”. The awarded respondent(s) will respond to individuals, age 60 and older with primary responsibility for raising their minor grandchildren or other relative minors (nieces, nephews, siblings, cousins, great-grandchildren). Awarded respondent(s) will provide support services in accordance under the provisions of the National Family Caregivers Act for grandparents and other relatives raising (grand)children; Illinois Department on Aging’s “*Older Relatives Raising Children program*” and the Chicago Department of Family and Support Services’ *Older Relatives Raising Children program*. Support services may include:

- Counseling Services
- Intensive Case Advocacy and Support Services
- Gap-filling Services
- Respite Services
- Education/Outreach

DFSS proposes to designate one Older Relatives Raising Children provider agency in the City of Chicago services are to be provided to all eligible participants regardless of their community location

B. Background

In 2009, the Department of Family and Support Services was created out of several former city departments and offices, including the Departments of Children and Youth Services, Human Services, and Senior Services, the Mayor’s Office of Domestic Violence and parts of the Mayor’s Office of Workforce Development, and the Ten Year Plan to End Homelessness in order to provide more coordinated services for the city’s most vulnerable citizens. The mission of DFSS 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 Office of Senior Services housed within the Department of Family and Support Services is the Area Agency on Aging, and provides a variety of programs for Chicago’s senior residents. Programs include: regional and satellite senior centers offering educational, recreational, fitness, and social activities; Information and Assessment; Benefits Eligibility Check-up; Home Delivered Meals and Congregate Dining; Legal Assistance; Heavy Duty Chore Assistance; Housing Relocation Assistance; Senior Employment and Volunteer Program; Ombudsman, Case Management Services, Caregiver Support, and assistance for Older Relatives Raising Children.

For further information about these and the other opportunities offered through the Department of Family and Support Services, please visit the DFSS website:

www.cityofchicago.org/fss

C. Brief History of Older Relatives Raising Children Support Program

The Older Relatives Raising Children Support Program, provides support services to individuals age 60 and older (select services for those under 60) that includes assessment of need, care plan development, case work and service coordination, counseling, legal assistance referral for guardianship, adoption, back up plans, estate planning, etc.; support group sessions, gap filling and respite services.

According to the 2012 American Community Survey (U.S. Bureau of the Census), 9,559 Chicago resident grandparents were responsible for their grandchildren who were living with them. The 2010 U.S. Census reported that grandparents responsible for raising their grandchildren reside in each of Chicago 77 community areas.

In Illinois, there are 220,088 children under 18 years of age who live in grandparent-headed households, of these, 109,676 live in households where grandparents are responsible for them.

Factors that have contributed to the increase in grandparents engaged in parenting second and third generation children include: parental incarceration, drug and alcohol abuse, AIDS epidemic, neglect, abuse or abandonment, teen pregnancy, death, divorce, and unemployment. The phenomenon is not unique to one or two population groups or geographical area and it knows no racial, social, or economic boundaries.

Most family situations are complex, however grandparent-headed households face unique disadvantages – advance age, poor health, low or fixed income, minimal education, lack of transportation, inadequate housing or *lack of affordable housing*, or support services specific to their needs - that make it especially difficult for grandparents to provide for their grandchildren beyond their basic needs; if indeed many of them can provide the basics.

When older persons care for younger children, there are additional challenges they face such as legal issues, such as custody or guardianship. Pre-existing health problems are often exacerbated or stress-related illnesses may appear or re-appear. There also may be concerns relating to emotional stress and family issues (substance abuse, parental incarceration and interpersonal relationships). Additionally, there are medical, psychological and dental care issues for the children whose grandparents do not have legal custody or guardianship. Many of older relative headed households also have trouble finding appropriately sized, affordable housing that can accommodate additional children. Too often, grandparents have had to give up their low-rent or subsidized senior apartments to find housing because of the additions to their households. With additional household members to care for, many older relatives may need to return to work to meeting additional financial responsibilities. Many Older Relatives Raising Children lose their peer network because their peers are in different places in their lives. Additionally, many if not most of this group are unaware of the supports available to them specifically at older relatives raising children.

D. Anticipated Term of Contract and Funding Source(s)

This initiative is administered by the Department of Family and Support Services

through funding received from Title III- Area Plan Funding and the City of Chicago. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, the State of Illinois and the U.S. Administration on Aging, Department of Health and Human Services must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

Funding is subject to the availability of funds. Delegate Agency should be aware that payment for services by the City will be made on a reimbursement basis. Delegate agency should not plan to receive their first payment until up to 60 days after the execution of the delegate agreement. **Respondent must be able to proceed with program operations upon award notification.**

The term of contract(s) executed under this RFP will be from October 1, 2014 – September 30, 2015 based on need, availability of funds, federal program regulation and design, and delegate agency performance, DFSS may extend this term for up to two additional periods each period not to exceed one year.

E. Eligible Respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public. DFSS is specifically interested in receiving Proposals from organizations with previous or current experience in providing support services or crisis related case management on behalf of older adults or other vulnerable populations.

Respondent whose existing contracts with DFSS are not in good standing will not be considered for a contract. Agencies 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.

SECTION II. RFP and Submission Information

A. Proposal Deadline and Submittal Procedures

The application will be due on:

Tuesday, September 9, 2014 at 5:00 PM.

Please fill out an application via our Cybergrants system. Cybergrants can be access via a link on the DFSS website where you downloaded this RPF or by going to this address:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=35600

B. Contact Person Information

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:

Barbara Brum: Barbara.brun@cityofchicago.org

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

C. Pre-Submittal Conference

DFSS will host a Pre-Submittal Conference on:

**August 28, 2011
10:00 to 12:00 pm
1615 West Chicago, Ave. Chicago, IL 60622
Room 527**

DFSS strongly encourages prospective applicants to attend the Pre-Submittal Conference.

All those interested in attending should contact Barbara.Brun@cityofchicago.org and write "RFP for Older Relatives Raising Children" in the subject line. Please give the names of those wishing to attend, and the agency name.

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

D. Timeline

Proposal Release Date:	Tuesday, August 26, 2014
Bidders Conference:	Thursday, August 28, 2014
Proposal Due:	Tuesday, September 9, 2014
Anticipated Contract Start Date:	October 1, 2014

Section III. Scope of Services

The Chicago Department of Family and Support Services-Senior Services/Area Agency on Aging Older Relatives Raising Children program should include;

- Counseling Services
- Intensive Case Advocacy and Support Services
- Gap-filling Services
- Respite Services
- Education/Outreach

A. DESCRIPTION OF PROGRAM SERVICES

1. COUNSELING SERVICES

Definition of Counseling:

Short-term, direct interaction between a trained counselor or intern, mentor or peer closely supervised by a licensed counselor, and an individual, family or group to provide purposeful therapeutic engagement to assist the older relative/family(s) in making decisions and solving problems relating to their roles as such. Counseling (individual,

family or group) may also be provided to a child being raised by an older adult to assist them in solving problems related to their relationship with their current older relative. Counseling services may be subcontracted out with the prior approval of DFSS until agency is in position to hire appropriate staff.

Therapeutic issues can include, but are not limited to:

- Life/role transitions
- Interpersonal relationships around the relationship/role
- Dealing with anxiety, depression, anger and/or other emotions/expressions due to/or exacerbated by the relationship/role
- Dealing with behavioral issues affecting the relationship.

Approved Modalities:

- Individual Therapy
- Family Mediation
- Support Groups
- Other methods such as Mentors, Peer Counseling and Psycho-Educational or Skill Building Groups.

The therapeutic nature of the client/counselor relationship is to be emphasized and should be adapted to meet the unique needs of the relationship. Brief crisis assistance is applicable.

Counseling Unit of Service:

The unit of service measurement for one counseling session is one hour. This includes sessions provided to individuals, families or groups. The unit includes only time spent in therapeutic interaction with client(s). Travel, paperwork, planning, scheduling, administrative duties etc., are not considered direct service activities and therefore may not be included in the unit reimbursement.

Counseling Individual/Family Sessions:

As individual and family counseling is a limited service, the goal should be to transition the older relative and/or child to group services or to other individual counseling programs when long term assistance is necessary.

The maximum amount available per session for individual or family counseling is \$60.00.

Up to nine (9) sessions of individual/family counseling plus one additional session for assessment may be provided to each unduplicated older relative/family in a given fiscal year. Sessions should last approximately one hour. Up to nine additional sessions of individual counseling plus one session for assessment may be provided to each child receiving individual counseling. For extreme cases and upon written approval of Senior Services/ Area Agency on Aging (AAA) program manager, this amount can be extended for up to an additional 9 sessions.

Individual/family sessions can take place at the delegate agency's office(s), in the older relative's home or other place convenient to older relative/child, or over the phone. The decision should be made by client, based on the needs and circumstances of the older relative's situation.

Assessments must be performed in-person and should include the following goals:

- a) To identify the therapeutic issues of the older relative and/or child
- b) To determine appropriate modality of therapeutic interaction for the older relative/family's situation.
- c) To set establish goals for the therapeutic intervention.
- d) To ensure that there is no abusive/negligent environment.
- e) To make referrals when appropriate, for other Senior Services/AAA programs and services or child welfare/public assistance programs.
- f) To promote participation in support groups.

Counseling Group Therapy/Support Groups:

Six (6) in-person support group sessions will be facilitated each month throughout the city at either DFSS regional or satellite centers. Specific locations will be determined by the Senior Services/Area Agency on Aging (AAA) project manager. A minimum of one in-person support groups each month must be lead in Spanish or an alternative language that would meet the cultural needs of the community. A minimum of one support group must be focused on the child or family unit. A support group must be a minimum of one hour in length.

The maximum amount available per session of in-person group counseling/ support group is \$120.00.

2. INTENSIVE CASE ADVOCACY AND SUPPORT

Definition of Intensive Case Advocacy and Support (ICAS)

Goal driven, short term relationship designed to assist an older relative/family in understanding options available to assist them with their current situation. ICAS includes but is not limited to: establishing a relationship with older relative/family, assisting family in understanding issues and problems, educating older relative/family about alternative services and referrals, assisting older relative/family in accepting services and referrals, advocating on behalf of older relative/family for services and referrals, monitoring the establishment of services and referrals.

Intensive Case Advocacy and Support (ICAS) Unit of Service:

One unit of services is equal to 1 hour of ICAS. Up to 15 units/sessions of ICAS plus 1 additional session for assessment may be provided to each unduplicated older relative/family in a given fiscal year. For extreme cases and upon written approval of Senior Services/AAA program manager, this amount can be extended for up to an additional 9 units.

ICAS can take place at the delegate agency's office(s), in the older relative's home or other place convenient to the older relative/family, or over the phone. The decision

should be made by the older relative/family, based on the needs and circumstances of the older relative/family's situation.

Assessments must be performed in-person and should include the following goals:

- a) To identify any gaps in the current plan of care.
- b) To educate the older relative/family on public/private programs and services available,
- c) To ensure that there is no abusive/negligent environment.
- d) To make referrals when appropriate, for other Senior Services/AAA programs and services or child welfare/public assistance programs.
- e) To promote participation in support groups.

The maximum amount available per ICAS unit is \$60.00.

The unit includes only time spent in interaction with client(s). Phone calls and paperwork on behalf of the client or with the client may be considered direct service activities. Traveling, planning, scheduling, administrative duties etc., are not considered direct service activities and therefore may not be included in the unit reimbursement.

3. GAP-FILLING SERVICES

Definition of Gap Filling Service:

Funds provided to purchase a limited supply of goods/services which complement the care provided by the older relative(s) when all other resources for such goods/services have been exhausted.

Gap Filling Funds can be utilized for basic necessities, including but are not limited to:

- Purchase of clothing/uniforms, school supplies, other necessities, transportation, food
- Purchase of furniture to ensure safe living environment.
- Payment of rent, mortgage, security deposit or utilities in event of threatened eviction or shut-off
- Purchase of medicine, medical supplies, and medical attention.
(Applications for Medicaid or other appropriate insurance must be completed for future needs)

Gap Filling may not be used to purchase food/supplies for an event, raffle prizes, or pay for trips/activities for the senior or grandchildren.

Gap Filling Unit of Service:

One unit of service equals one incident of gap filling assistance. This includes an assessment of needs, identification/education of other resources available to meet needs, the purchasing of an item(s) or coordinating purchases, coordinating the delivery of items and obtaining item(s) receipts.

Assessments must be performed in-person and should include the following goals:

- a) To identify need for gap filling services
- b) To determine reason for need for gap filling services.

- c) To educate the older relative/family on public/private programs and services available including those that may meet the needs identified as reason for gap filling services.
- d) To ensure that there is no abusive/negligent environment.
- e) To make referrals when appropriate, for other Senior Services/AAA programs and services or child welfare/public assistance programs.
- f) To promote participation in support groups.

The maximum amount available per unit of gap filling assistance is:

- **Reimbursement for the exact cost of the item/service purchased for the older relative/family.**
- **\$60.00 for an in-person assessment (minimum 1 hour) of older relative/family by the delegate agency.**

Older relative(s)/family may receive up to \$500.00 of appropriate goods or services each fiscal year through gap filling funds. For extreme cases and with the written approval of the Senior Services/AAA program manager, additional funds can be utilized for items/services not mentioned above, as well as for goods/services in excess of \$500.00. An assessment is not warranted if the older relative/family has already been assessed for other services from agency within the past 12 months.

4. RESPITE

Definition of Respite

Respite is defined as the temporary relief from child rearing responsibilities in order to allow the older relative time for her/himself. Respite provides staff to care for child (ren) on a temporary basis. This care can be provided in the family's home, at delegate agency facility or through organized activities such as day camp, after school programs provided through local community organizations or park district. Respite can be used in an emergency, such as the illness of the older relative or for planned time away.

Approved Modalities:

- Sitter service in older relative's home, either by a private individual or agency.
- Sitter service at delegate agency's location
- Sitter service at another licensed facility (facility must be licensed to provide DCFS respite/care services and/or Medicaid respite/care services)
- Out of school programming provided by delegate agency.
- Out of school programming at another facility.

This includes after-school organized classes/programs and organized camp. This does not include field trips or parties for older relatives raising children and children together, as the goal of respite is to provide a temporary relief from parenting responsibilities for the senior.

Respite funds may only be utilized for children who are being raised by an older adult and who have been approved for respite through DFSS referral system. Respite funds cannot be used to pay for inherently religious activities, such as worship, religious

instruction, or proselytization, as further described in the agreement to be entered into with a successful Respondent.

All families must be assessed before utilizing respite services. Assessments must be performed in-person, at home, or office and should include the following goals:

- a) To identify any gaps in the current plan of care.
- b) To educate the older relative on public/private programs and services.
- c) To ensure that there is no abusive/negligent environment.
- d) To make referrals when appropriate, for other Senior Services/AAA programs and services and child welfare/public assistance programs.
- e) To promote participation in support groups.
- f) Identify alternative informal supports to provide relief and respite for family.
- g) Evaluate level of stress and tension of the older relative and family unit.

The maximum amount available for respite services is:

- **Up to \$500 per child annually.**
- **\$60.00 for assessment.** No assessment is required if the older relative has been assessed by agency for other services within the past 12 months.

5. EDUCATION/OUTREACH

Definition of Education/Outreach

Public speaking to groups of seniors who may be raising children and/or professionals who may come in contact with older relatives raising children about issues, concerns and services available to assist seniors with such responsibilities. Public speaking to children (18 years or under) who are currently being raised by an older adult, about issues, concerns and services available, is also acceptable.

A minimum of 1 Education/Outreach presentation will be provided each month. Such presentations should be provided at local schools, day care centers, churches, Local School Council and/or PTA meetings, senior centers or at other locations where older relatives may gather or to agencies that provide assistance to older relative families or seniors. Priority should be given to speak at a minimum of 9 different schools during the year. DFSS-Senior Services/AAA must be acknowledged during the presentation and on all handouts provided at the presentations. Individuals interested in more information or assistance should be directed to DFSS-Senior Services/AAA's I&A at 312/744-4016.

The maximum amount available per Education/Outreach presentation is \$60.00.

B. PROGRAM DEFINITIONS AND SERVICE REQUIREMENTS

The section below outlines the specific programmatic requirements and definitions that all programs must adhere to.

Time Period of Required Services:

The maximum amount of funding for FY2015 will be \$76,290. These anticipated amounts will be available through Title III-E funding of the Older Americans Act and City of Chicago Corporate Funds.

Accepting Referrals:

All clients must be referred from the Senior Services/AAA to the delegate agency for services. The delegate agency cannot accept direct referrals other than for Group Therapy clients. Group Therapy clients do not need referral from DFSS.

Geographic Designation:

The delegate agency will be required to provide Older Relatives Raising Children Services for families living throughout the City of Chicago.

Definition of Client:

- **For Title III-E funding purposes:** Client is defined as a senior (60 or older), who has primary responsibility for at least one child under the age of 18. The family must live in the City of Chicago. The older relative may not be the legal adoptive parent of that child.
- **For Corporate funding purposes:** Client is defined as a senior (55 or older) who has primary responsibility for at least one child under the age of 18. Family must live in the City of Chicago. The older relative may be the biological or legally adoptive parent of the child. Client may also be defined as child being raised by a senior (age 55 or older) for individual counseling purposes.

Intake/Assessment:

Intake procedures will be established by the delegate agency, in writing, to include an interview with a staff member, specially trained and supervised in intake.

The delegate agency will assess the older relative/family and their situation using DFSS's assessment tool. The goal of the assessment is to determine the appropriateness of counseling, gap filling, ICAS and/or respite services for the older relative/family's circumstances, to identify any unmet needs of the older relative and/or child (ren) in order to create a care plan with the older relative which will be the basis for future sessions and assistance, and to ensure that there is no abusive/negligent environment.

Care Plans:

During the assessment, the delegate agency is required to create a care plan with the older relative(s). The care plan must address unmet needs and issues identified during the assessment of both the older relative and child (ren). Care plans also must include an agreement with the older relative(s) on the goals and priorities of the outcome of service. The care plan is expected to measure the effectiveness of the counseling/gap filling/ICAS/respite interventions.

Case Notes/Files:

The delegate agency must maintain a confidential and secured file on each older relative/family. This file must be separate from other agency files. Case notes must be kept in the file along with any other required DFSS/Illinois Department of Aging (IDOA) forms. The delegate agency can choose to keep case notes and files electronically. If the delegate agency keeps the files electronically, the files must be coded in a way to distinguish them from other agency files.

The delegate agency must ensure that the older relative information in the files is accurate, complete and current. Files will be made available to the DFSS upon request to support planning, audit and/or funding decisions.

Client Advocacy/Referrals:

During assessment and service delivery, the delegate agency is required to educate older relatives about other services and benefits they and their child (ren) may be eligible for. As part of the care plan, delegate agency staff are required to make referrals on the behalf of, and/or encourage older relatives to make referrals to programs such as Case Management, Home Delivered Meals, CCP In-Home Care/Adult Day Services, Elder Abuse, Senior Health Insurance Program (SHIP), Legal Assistance and other DFSS programs and services, as well as Extended Family Support and Temporary Assistance to Needy Families (TANF) when unmet needs are identified. All staff are mandated reporters and must report any concerns of child abuse or neglect to Illinois Department of Children and Family Services.

Client Termination:

The delegate agency will develop, in writing, a policy regarding the termination of the older relative from individual/family counseling. Older relatives, who are still in need of additional counseling or services after the allocated sessions, should be encouraged to participate in support groups and/or be referred to alternative counseling programs available through their insurance and/or community mental health or other counseling centers/programs. Upon termination of a client, staff must document the date of termination, the total number of sessions provided and the outcome of the interaction.

Emergency/Crisis Assistance:

The delegate agency will develop, in writing, a policy regarding procedures for handling emergency crisis calls/referrals. Staff from the delegate agency must be available Monday through Friday, 8:30 am to 4:30 pm to handle emergency referrals or crisis calls. Staff must be available each day the Senior Services/AAA's Information and Advocacy unit is open to provide referrals.

Access to Services/Service Priority:

The delegate agency will provide counseling, gap-filling, intensive case advocacy/support, education/outreach and respite services throughout their designated geographic area to ensure equitable access to all older relatives/families. Services can be provided out of the agency's office(s), in the older relative's homes, at other locations designated by the older relative, at DFSS-Senior Services Regional and Satellite

Centers or over the phone. Location of service delivery is to be based on the needs and circumstances of the older relative's situation.

The Respondent must provide services for older relatives/families regardless of their primary language. This includes those with hearing impairments. The delegate agency must make reasonable accommodations for disabled older relatives/families; including sign language interpretation, and/or TDD/TTY phone number or other telecommunication devices for the deaf and accessible facilities for those with physical disabilities. Additionally, Respondents must be committed to achieving full physical and programmatic accessibility as defined by the Americans with Disabilities Act (ADA). The Department of Family and Support Services reserves the right to ensure that all mandated services is available in each geographic region, and provided in a linguistically and culturally appropriate manner.

Priority of service delivery, when necessary, must be given to those who are suffering or who may potentially suffer psycho-social stresses, situational stresses, undue harm of self or child (ren), or any other problems directly related to their caregiving/parenting responsibilities that create emotional and mental distress.

Client Prioritization:

The delegate agency must develop, in writing, a comprehensive plan to address a high volume demand of services request for any of the older relatives raising children services. Older relatives must be prioritized based on the Older Americans Act Title III E priorities.

“Give priority for services to older individuals with greatest social and economic need (with particular attention to low-income older individuals) and older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001)).”

Services are not provided based on income eligibility nor is there an income threshold requirement for services.

Donation/Client Satisfaction Survey:

The delegate agency may not charge for any services provided under the Title III E grant agreement. However, all older relatives must be given an opportunity to make voluntary contributions, in accordance to Title III of the Older Americans Act. All donations must be reported to DFSS-Senior Services, and must be used to expand services for older relatives raising children.

The delegate agency must supply all older relatives receiving services with a mechanism for filing complaints or grievances in regards to the provider's service delivery. Clients must also be given a mechanism for comments and suggestions on service delivery improvements. The Chicago Department of Family and Support Services reserve the right to create such a mechanism, to be distributed by the delegate agency to all clients.

A complaint log must be kept, recording the name of the client, date, reason for dissatisfaction and steps taken to rectify situation by delegate agency. All complaints including those that are expressed in-person or over the phone must be recorded in the client complaint log.

Reports/Record Keeping:

The delegate agency will keep track of units of service provided, unduplicated counts of persons served and other demographic data necessary for planning and evaluation on a monthly basis. Each older relative/family shall have an individual case record which documents the presenting problems, care plan, record of treatment modality (ies) and progress for each client.

The delegate agency will comply with all Older Americans Act regulations, as well as policies of the Illinois Department on Aging and DFSS for the delivery of services. This includes monthly, quarterly, and annual reports as required. Monthly reports and invoices are due by the 15th day of the following month.

Financial Capacity:

The delegate agency must have funds to support program expenditure guidelines until the project reimbursement processes have been stabilized (up to two months after funding authorization). ***The delegate agency must provide a 10 % match in support of the total anticipated project budget.***

Public Awareness:

Should the delegate agency choose to make public notices regarding services available through Senior Services/AAA funding, they must formally acknowledge DFSS-Senior Services as the funding source of the program/service. Public notice efforts can include mass media notices, presentations, public displays, brochures, flyers, posters, or media appearances. Public Awareness campaigns are not mandatory. However, if undertaken, it must be designed to reach a broad cross section throughout the city. Senior Services/AAA reserves the right to require delegate agency to obtain prior approval of all promotional or media activities associated with contracted services. Agency must acknowledge DFSS-Senior Services as a funder on agency's website.

Service Delivery:

No sub-contracts, assignments or other arrangements for the transfer of direct provision of services and/or responsibilities are authorized unless approved in writing by Senior Services/AAA, except for respite services.

Interagency Coordination:

In order to serve the holistic needs of older relatives and their child (ren), the delegate agency is required to maintain linkages and communication with other service providers and organizations throughout the city. This is especially true of those providers, funded through the Older Americans Act, such as case management units, protective services,

information and advocacy, legal service providers, regional centers and satellite centers.

When applicable, the delegate agency shall develop working agreements with relevant state, federal and non-governmental agencies with respect to counseling/gap-filling/ICAS/Respite needs of the older relatives and child (ren). This may include, but is not limited to; other counseling programs, advocacy organizations, protective service agencies, and social services organizations in an effort to better coordinate services available for older relatives.

The Program Coordinator/Director or other staff member will participate in monthly Well-Being taskforce meetings.

Insurance and Audits:

The delegate agency shall carry the following insurance coverage. The policies or current letters documenting all insurance coverage shall be available in the agency's files including:

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$500,000 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). 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.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work or Services to be performed, Subgrantee must provide Automobile Liability Insurance with limits of not less than \$300,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any professional consultants perform work or Services in connection with this Agreement, Professional Liability Insurance covering errors, omissions, or negligent acts, must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work or Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) Medical/Professional Liability

When any medical Services are performed in connection with this Agreement, Medical/Professional Liability Insurance must be provided to include coverage for errors, omissions and negligent acts related to the rendering or failure to render professional, medical or health Services with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work or Services on this Agreement. A claims made policy which is not renewed or replaced must have an extended reporting period of 2 years.

The delegate agency must secure an annual audit of its Federal funds and forward the findings of that audit to Senior Services/AAA within six months after the close of the agency's fiscal year. If the delegate agency is a not-for-profit organization, expending \$500,000.00 or more in federal awards in a year, then a single audit must be secured.

Other:

The delegate agency must certify that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961

(http://law.justia.com/codes/illinois/2010/chapter720/072000050HArt_33E.html) .

Failure by the delegate agency to meet posted timelines or render appropriate services may result in the disallowance of payment for such services rendered under this agreement.

Delegate agency must return any and all equipment provided by the Senior Services/AAA or purchased with contract funds, when the contract is terminated.

C. STAFF QUALIFICATIONS AND REQUIREMENTS

The staffing pattern must include appropriate management and supervisory staff, clinicians and support staff to provide quality counseling, gap filling, ICAS and respite assessment services to older relatives receiving Title III E/Corporate funded services in the City of Chicago.

Coordinator/Director: MSW preferred and five years related social service, counseling and administrative experience. Excellent organization skills are necessary. The Coordinator/Director position may not be vacant at any time, during the contract period.

Primary Responsibilities:

1. Supervise staff, with overall responsibility and accountability for program and service delivery.
2. Plan, monitor and coordinate staff to ensure quality service delivery that is reflective of the clients needs and meets the goals outlined in the scope of service of grant award.
3. Determine population needs, evaluate programming and maintain appropriate staffing patterns to meet such needs.

4. Plan, prepare and monitor operating budgets and approve expenditures, to ensure the most cost effective service delivery that maintains quality and integrity while meeting the goals of the grant award.
5. Maintain liaison activity and relationships with DFSS-Senior Services. Participate in professional organizations, as appropriate, to expand knowledge and involvement in counseling, gerontology and/or social service delivery.
6. Suggest changes in policies and service delivery of current program to increase the effectiveness. Determine the need for services, develop plans and recommend action to be taken to meet the needs.
7. Provide direct client service when necessary and appropriate.

Clinician(s)/Clinical Therapist(s): Master's degree in a field whose educational curriculum clearly demonstrates training and experience in therapeutic work with individuals, families and groups. The clinical therapists must hold a Master's Degree in a social science field which can include, but is not limited to: Social Work, Gerontology, Psychology, Counseling, Psychiatric Nursing or Rehabilitation Counseling. In addition, positions that require persons holding a degree that is licensed registered or certified by the State of Illinois.

Primary Responsibilities:

1. Conduct comprehensive assessment to determine the psychological and psycho-social needs of the older relative or child. Provide purposeful therapeutic assistance to improve social functioning and/or coping skills related to the client's role(s) and relationship.
2. Create, in cooperation with the client, a plan of care based on the unique needs of the client. Identify appropriate therapeutic intervention(s) to address client's needs relating to the caregiver role and relationship. Identify and educate client about other programs, services and benefits that will meet the needs of the client and child (ren).
3. Document all interactions with and on behalf of client. Maintain confidential file on client, including assessment, care plan, goals, progress notes and number of sessions provided.
4. Ensure that client does not exceed maximum number of units based on goals outlined in scope of service of grant award. When appropriate, request, in writing an extension for additional number of sessions and/or additional gap filling funds.
5. Maintain professional licensing requirements, as determined by the state.
6. Fulfill all other job responsibilities, as determined by Coordinator/Director.

Case Advocacy and Support Staff: Those individuals that do not perform the role of clinical therapist, but do have other direct contact with clients, such as performing initial intake, and providing intensive case advocacy and support services. ICAS staff may have degrees, including, but not limited to; Bachelor's Degree in Social Work, Gerontology, Community Service, Nursing, Psychology, Human Development, Counseling or an Associate's Degree in Human Services or other social service area.

Primary Responsibilities:

1. Conduct initial intake to determine counseling and psycho-social needs of, under close supervision of clinician or coordinator/director.
2. Perform holistic assessment of family.
3. Educate older relatives raising children about resources available and advocate for services on behalf of the older relative and/or child (ren).
4. Advocating on behalf of family for benefits and services to improve current circumstances.
5. Document all interaction with and on behalf of client
6. Provide statistical and other reports without errors to Senior Services/AAA adhering to program deadlines.
7. Provide assistance with identifying, purchasing and/or delivering goods/services through the gap filling program.
8. Perform at public speaking engagements, providing outreach and education about issues concerning older relatives raising children and programs and services available to assist them.
8. Fulfill all other job responsibilities, as determined by Coordinator/Director.

The delegate agency must make every effort to hire bi-lingual staff to meet the needs of non-English speaking clients.

Direct Respite Workers: Those individuals who provide direct sitter services or out of school activities for children. Workers must be closely supervised by Program Coordinator or Director, be age 16 or over and be certified in CPR.

Primary Responsibilities:

1. Provide sitter services
2. Facilitate structured activities for out-of-school time programs, such as after school classes, activities or camp.

All employees of delegate agency and/or respite service provider agencies, who may have direct interaction with children must have a background check of national scope on file and must be approved to work with vulnerable populations. Any appropriate licensure must be up to date. This does not apply if agency chooses to hire private respite providers, such as friends/family to perform babysitting.

Malpractice Insurance

The delegate agency is encouraged to carry malpractice insurance for their Master level/clinician personnel. In the absence of agency malpractice insurance, individual practitioners/clinicians must carry their own malpractice insurance. The delegate agency must carry malpractice insurance for their Bachelor's level personnel, Associate degree personnel, volunteers and interns. A copy of the delegate agency's insurance must be submitted to Senior Services/AAA and will remain on file for the duration of the contract period. It is the responsibility of the delegate agency to ensure that current copies remain on file at all times.

Staff Monitoring

The delegate agency will perform, at a minimum, semi-annual internal monitoring of workers' performance and effectiveness in providing services to older relatives. Senior

Services/AAA will conduct an annual review of the agency's performance and effectiveness in providing services and assessing the needs of older relatives and child (ren).

Personnel Records

There shall be a written job description for each job category for all paid staff positions which are part of the Older Relatives Raising Children Program.

Personnel records shall be maintained for each employee and shall include at least the following:

- An employee proposal or resume;
- A valid, clean background check of national scope;
- Annual performance evaluation;
- Supervisory reports regarding the employee;
- Documentation of the following items:
 - That a copy of the particular employee's job description has been provided to the employee;
 - That the employee has received a copy of current written personnel policies for his/her job category at the time of employment and any subsequent revisions;
 - That the employee has been informed of the salary range for the specific job category at the time of employment and any subsequent revisions;
 - That paid employee benefits and grievance procedures, which are in compliance with both state and federal regulations, have been clearly stated and provided in writing to each employee;
 - Record of participation in Department provided/approved training for both paid and volunteer staff; and, all pre-service and in-service training.

The delegate agency shall perform, at a minimum an annual internal monitoring of worker performance. DFSS-Senior Services/AAA may have access to these documents for review, as necessary.

The delegate agency must certify that staff members of the agency are not in default of an educational loan as provided in Public Act 85-827

Section IV. Evaluation and Selection Procedures

A. Process for Evaluation of Proposals

Each proposal will be evaluated on the strengths of the proposal 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. Selected respondent **must be ready to proceed** with proposed program at the time of contracting.

B. General Selection Criteria

The following criteria will be used in evaluating all proposals:

Points	Criteria
30	Organizational Capacity Does the Respondent have the sufficient controls to administer the program/contract successfully?
30	Quality Proposed Program Does the proposed program align with the scope outlined in the RFP? Does the Respondent demonstrate knowledge in how to develop and deliver this type of program? Does the Respondent possess prior experience delivering either this type of service, working with the stated population or both?
10	Quality of the Match This program requires a 10% match
10	Leverage (of funds and relationships) What is the Respondent leveraging in terms of existing funding? What is the Respondent leveraging as identified by linkages and relationships with other providers?
10	Special Considerations (Geography, Special Populations served or Special Expertise/Skills) Does the Respondent identify any special/specific skills towards serving a specific geography or population (aside from the specific population identified in the scope)?
10	Overall Responsiveness Is the submission complete?

Selections will not be final until the City and the respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a fully executed contract.

The Commissioner, upon review of recommended agencies, may reject, deny or recommend agencies that have applied for grants based on previous performance and/or area need.

C. Additional Evaluation Criteria

Building on the criteria above, all proposals will be evaluated specifically on the respondent's ability to provide **Older Relatives Raising Children Support** Program as determined by the following:

1. Respondent's overall agency mission, programs and services, and resources
2. Respondent's experience providing Older Relatives Raising Children support related services
3. Respondent's experience providing other related social services
4. Respondent's proposed hours of service
5. Quality of respondent's proposed service administration plan
6. Quality of respondent's proposed staffing pattern

7. Quality of respondent's proposed staffing qualifications
8. Quality of respondent's current service linkages and resources
9. Quality of respondent's plan for handling client emergencies
10. Respondent's plans for staff/ support group facilitators' training
11. Respondent's community outreach plans
12. Quality and variety of respondent's references concerning past performance

Section V. Legal and Submittal Requirements

A. City of Chicago Economic Disclosure Statement (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>

B. 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.

C. 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. DFSS anticipates that payment will be conditioned on the Respondent's performance in accordance with the terms of its grant agreement.

D. Funding Authority

These initiatives are administered by the Department of Family and Support Services through funding received from the City of Chicago, charitable foundations, and possibly Cook County, State of Illinois and Federal funding. Consequently, all guidelines and requirements of the City of Chicago, and potentially Cook County, the State of Illinois and the U.S. Department of Health and Human Services (HHS) must be met. Selected Respondents will be required to comply with all laws, regulations, policies and procedures imposed by funding sources. Additionally, all selected Respondents must comply with the Single Audit Act if applicable.

E. Insurance Requirements

Funded Respondents will provide and maintain, at their expense, the insurance coverage and requirements specified by the City of Chicago in the "Insurance Requirements and Insurance Certificate" included in the on-line application. The Insurance Certificate of Coverage is only required for those Respondents who are selected for a grant agreement award at which time more information will be given. However, a preliminary version of this certificate must be provided when responding to the RFP as the City of Chicago cannot enter into contracts with Respondents without the insurance.

F. 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.

G. False Statements

1. 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)

2. 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)

3. 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)

H. 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:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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).

6. 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.

7. 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.

8. (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 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 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) 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.

(c) 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.

(d) 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 related to this Agreement.