



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Health	Chris Shields	312-747-9783	1/19/17	
Contract Liaison	Email Contract Liaison	Telephone		
Maribel Valdez	maribel.valdez@cityofchicago.org	312-747-8828		

List Name of NCRB Attendees/Department

Christopher Shields	Assistant Deputy Commissioner
Maribel Valez	Chief Contract Expediter

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Integrated Solutions Consulting

Contact Person:	Phone:	Email:
John Rogan	773-383-7221	John.Rogan@i-s-consulting.com

Project Description: Comprehensive emergency management plan (CEMP) services

This is a request for:

<input type="checkbox"/> New Contract	<input checked="" type="checkbox"/> Amendment / Modification
<u>Contract Type</u>	<u>Type of Modification</u>
<input checked="" type="checkbox"/> Blanket Agreement Term: <u>36</u> (# of mo)	<input checked="" type="checkbox"/> Time Extension
<input type="checkbox"/> Standard Agreement	<input checked="" type="checkbox"/> Vendor Limit Increase
	<input type="checkbox"/> Scope Change
	Contract Number: <u>27860</u>
	Specification Number: <u>109799</u>
	Modification Number: <u>3</u>

<p>Department Request Approval</p> <p></p> <p>DEPARTMENT HEAD OR DESIGNEE</p> <p><u>CHRISTOPHER SHIELDS</u></p> <p>PRINT NAME</p>	<p>Recommended Approval</p> <p></p> <p>BOARD CHAIRPERSON</p> <p><u>Rich Butler</u></p> <p>PRINT NAME</p>
<p><u>1/24/17</u></p> <p>DATE</p>	<p><u>APR 06 2017</u></p> <p>DATE</p>

(FOR NCRB USE ONLY)

Recommend Approval/Date: 4-5-17

Return to Department/Date: _____

Rejected/Date: _____

Handwritten notes: 4/5/17, CR

Approved Rejected

CHIEF PROCUREMENT OFFICER

4/7/17

DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

The Comprehensive Emergency Management Program (CEMP) program was initiated to ensure that all plans, procedures and policies are consistent and integrated across the multiple federal compliance requirements, and the multiple federal preparedness programs from which CDPH receives funding. This program allows for a standard mechanism for plan development, testing, evaluation, review and modifications based on lessons learned, corrective action and improvement plans developed from the numerous drills, exercises and live events in which CDPH is an active participant.

- The Chicago Department of Public Health entered into a sole source contract with Integrated Solutions Consulting in 2007 to complete a build-out of a comprehensive emergency management plan (CEMP) on a platform that provided jurisdictions an electronic system that facilitated the integration of comprehensive and department specific emergency planning doctrine.
- CDPH has utilized the platform to house its emergency response plans and coordinate the completion of CDC Federal audits; local technical assessment reviews (LTAR), for the past 5 years.
- Based on CDPH's success with this program and to have the ability to integrate with its plans, the Illinois Department of Public Health (IDPH) entered into a sole source contract with Integrated Solutions Consulting in 2011, to implement a statewide unified emergency management platform for Public Health response.
- IDPH included in its grant language to all certified local health departments within Illinois, that use of the ISC CEMP was a requirement to assure uniform plan development, to streamline sharing of plan structures and to perform the annual LTAR audits.
- Based on the Chicago Department of Public Health's use of the CEMP platform and CDC's approval of its use, IDPH rolled the platform out to all local health departments within Illinois.
- CDPH has received grant monies for the use of the platform (2012-2017), as part of the PHEP grant.
- The prior CDPH contract with this vendor expired in March 2012.

CDPH reviewed currently available web-based technologies which offered similar opportunities for plan sharing; however the applications lacked the planning structure and doctrine provided by Odysseus®, along with its inability to link federal grant reporting requirements and guidance to project work and documents. CDPH discussed with the Illinois Department of Public Health (IDPH) if any other options related to statewide planning sharing, doctrine and program sustainment were available. IDPH's research revealed no other program or vendor who provided this comprehensive package and therefore contracted with ISC to align CDPH, the state and all local health departments on the same platform.

Based on the current patent held by Integrated Solutions Consulting for the Odysseus® platform, and its adoption by the IDPH as a grant requirement for all local health departments within the state for CDC auditing purposes and regional planning efforts, CDPH potentially will be requesting future contracts with this vendor.

ESTIMATED COST

Integrated Solutions Consulting (ISC) Fee Structure:

CDPH would pursue Sole Source contract with ISC, to maintain the existing platform, maintain knowledge of existing subject material, maintain compliance to IDPH mandated information and Federal reporting system structure and



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assure expediency of statewide public health emergency response planning. CDPH has secured funding within the Public Health Emergency Preparedness (PHEP) grant, approved by the Project Grant office within CDC. Time tables are based on yearly grant requirements, federal guidance for the performance of capabilities and expected audit reporting cycles within the PHEP grant.

Three Year Budget Plan with associated Deliverables; dates

Year One

Task #	Deliverable	# of weeks	Invoice Date	Cost	Sub-Total	and Total
1	Assist with the implementation of a data gathered from public health specific Hazard and Vulnerability Assessment into planning elements and doctrine	9	1-Feb-13		\$30,975.00	\$30,975.00
2	Identification of All-Hazard Plan elements not currently available in existing CEMP platform	30	28-Jun-13	\$136,100.00	\$167,075.00	
3	Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements	11	15-Feb-12		\$74,850.00	\$214,925.00
4	Upload and cross-reference new capability measurements across existing plan elements	3	28-Dec-12	\$25,950.00	\$267,875.00	
5	Assist with the alignment of planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines	4	1-Feb-13	\$20,000.00	\$287,875.00	
6	Assist with federal reporting structures for grant compliance and monitoring	4	31-May-13	\$14,950.00	\$302,825.00	
		28-Jun-13	\$14,467.00	\$317,292.00		
			\$317,292.00			

Year Two

Task #	Deliverable	# of weeks	Invoice Date	Cost	Sub-Total	and Total
1	Identification of All-Hazard Plan elements not currently available in existing CEMP platform	10	6-Sep-13	\$84,200.00	\$84,200.00	
2	Upload and cross-reference new capability measurements across existing plan elements	16	25-Oct-13	\$31,000.00	\$115,200.00	
3	Assist with the alignment of public health preparedness planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines	7	8-Nov-13	\$42,500.00	\$157,700.00	
4	Provide assistance in coordinating cross-jurisdictional planning elements-Includes evaluation/gap assessment, maintenance, and improvement planning	14	7-Feb-14	\$60,800.00	\$218,500.00	
5	Assist with federal reporting structures for grant compliance and monitoring	5	14-Mar-14	\$24,650.00	\$243,150.00	
6	Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements	17	27-Jun-14	\$316,470.00	\$73,320.00	
		27-Jun-14	\$15,673.68	\$332,143.68		
			\$332,143.68			



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Year Three

Task #	Deliverable	# of weeks	Invoice Date	Cost	Sub-Total	and Total
1	Assist with federal reporting structures for grant compliance and monitoring	4	25-Jul-14	\$11,000.00	\$11,000.00	
2	Upload and cross-reference new capability measurements across existing plan elements	4	15-Aug-14	\$31,500.00	\$42,500.00	
3	Assist with the alignment of planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines	4	12-Sep-14	\$53,600.00	\$96,100.00	
4	Assist with the development of reporting structures to support grant project and fiscal monitoring and compliance	10	21-Nov-14	\$24,650.00	\$120,750.00	
5	Identification of All-Hazard Plan elements not currently available in existing CEMP platform	10	30-Jan-15	\$67,700.00	\$188,450.00	
6	Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements	20	30-Jun-15	\$317,300.00	\$128,850.00	
		30-Jun-15	\$15,856.00	\$333,156.00		
			\$333,156.00			

Two, 1-Year Budget Plan extensions with associated Deliverables; dates

Year Four (May 2016 - May 2017)

Task #	Deliverable	# of weeks	Invoice Date	Cost	Sub-Total	and Total
1	Assist with federal reporting structures for grant compliance and monitoring	4	24-Jul-16	\$11,000.00	\$11,000.00	
2	Upload and cross-reference new capability measurements across existing plan elements	4	14-Aug-16	\$31,500.00	\$42,500.00	
3	Assist with the alignment of planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines	4	11-Sep-16	\$53,600.00	\$96,100.00	
4	Assist with the development of reporting structures to support grant project and fiscal monitoring and compliance	10	20-Nov-16	\$24,650.00	\$120,750.00	
5	Identification of All-Hazard Plan elements not currently available in existing CEMP platform	10	29-Jan-17	\$67,700.00	\$188,450.00	
6	Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements	20	30-Jun-17	\$319,400.00	\$130,950.00	
		30-Jun-17	\$15,600.00	\$335,000.00		
			\$335,000.00			



**DEPARTMENT OF PROCUREMENT SERVICES
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Year Five (May 2017 - May 2018)

Task #	Deliverable	# of weeks	Invoice Date	Cost	Sub-Total	and Total
1	Assist with federal reporting structures for grant compliance and monitoring	4	22-Jul-17	\$11,000.00	\$11,000.00	
2	Upload and cross-reference new capability measurements across existing plan elements	4	12-Aug-17	\$31,500.00	\$42,500.00	
3	Assist with the alignment of planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines	4	9-Sep-17	\$53,600.00	\$96,100.00	
4	Assist with the development of reporting structures to support grant project and fiscal monitoring and compliance	10	18-Nov-17	\$24,650.00	\$120,750.00	
5	Identification of All-Hazard Plan elements not currently available in existing CEMP platform	10	27-Jan-18	\$67,700.00	\$188,450.00	
6	Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements	20	30-Jun-18	\$319,400.00	\$130,950.00	
		30-Jun-18		\$15,600.00	\$335,000.00	
				\$335,000.00		

Basis for Cost Estimate:

The estimate is based in part on historical usage of the platform, staff hours associated to the length of time required to complete deliverables, size and scope of each priority and taking into account current cost of living index, in which CDPH believes are fair and reasonable. ISC was originally contracted to provide the original web-based emergency preparedness platform Odysseus®, on which CDPH requested enhancements to expand the structure and reporting capabilities to meet new federal regulatory compliance and guidance. CDPH expended \$1,710,000.00 dollars from 2008-2012 for these system upgrades. Source values have been retrieved from the City of Chicago contracts web portal. Additional contract period and monies are being utilized to accommodate new and ongoing requirements set by the Federal government. CDPH has negotiated minimal time and effort compliance within Federal guidelines, so that cost structure only reflects hours associated to new and ongoing requirements. Contractor expended significant money towards the development and patent of the Odysseus® platform, which serves as the foundation block for the current CEMP.

SCHEDULE REQUIREMENTS

CDPH developed the scopes of work and delivery schedule to align with PHEP/HPP grant timelines and priorities. Current priorities include but are not limited to:

1. Identification of All-Hazard Plan elements not currently available in existing CEMP platform
2. Upload and cross-reference new capability measurements across existing plan elements
3. Integration of a public health specific Hazard and Vulnerability Assessment (HVA) process into a regional doctrine; to include assessment, interpretation and analysis of provided data sets
4. Comply with federal reporting structures for grant compliance and monitoring
5. Assist with the integration into the CEMP of planning elements that cross-cut the PHEP/HPP capabilities, public



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health preparedness efforts and any new integrated federal partner elements

6. Assist with the alignment of planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines

Cross-Cutting Budget Allocation:

Project 1: Comprehensive Emergency Management Planning Based on CDC's new National Standards for State and Local Planning

- Identification of All-Hazard Plan elements not currently available in existing CEMP platform
- Upload and cross-reference new capability measurements across existing plan elements
- Assist with the integration of a public health specific Hazard and Vulnerability Assessment (HVA) process into a regional doctrine; to include assessment, interpretation and analysis of provided data sets
- Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements

Project 2: CDPH All-Hazards Lead and Support Agency Operations Planning

- Assist with the alignment of public health preparedness planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines
- Continued Development of CDPH's Strategic National Stockpile and Pandemic Influenza Plans.
 - o Includes evaluation/gap assessment, maintenance, and improvement planning
- Assist with the completion of Public Health's components to the City EOP Annex sections, ESF 8 elements

Project 3: Assist with Federal reporting structures for grant compliance and monitoring

- Assist with the development of reporting structures to support grant project and fiscal monitoring and compliance
 - o This includes the CDC annual Local Technical Assessment Review (LTAR)

EXCLUSIVE OR UNIQUE CAPABILITY

The Chicago Department of Public Health identified a need to enhance operational capabilities of the department during incidents and disasters. An electronic system was needed to provide for proactive, detailed and performance based planning doctrine, and to provide a comprehensive emergency planning framework to leverage and ensure compliance with a growing number of federal programs, grants requirements and compliance mandates. Integrated Solutions Consulting (ISC) provided the only known Comprehensive Public Health Emergency Plan (CPHEP), operating on the Integrated Electronic Planning Platform (IEPP) that is now referred to as the Comprehensive Emergency Management Platform (CEMP). CDPH entered into a Sole Source contract with Integrated Solutions Consulting to initiate the Comprehensive Emergency Management Program (CEMP) program ensuring that all plans, procedures and policies are consistent and integrated across the multiple federal compliance requirements, and the multiple federal preparedness programs from which CDPH receives funding. This program allowed for a standard mechanism for plan development, testing, evaluation, review and modifications based on lessons learned, corrective action and improvement plans developed from the numerous drills, exercises and live events in which CDPH is an active participant.

The Chicago Department of Public Health contracted with Integrated Solutions Consulting in 2007 to provide an electronic system that facilitated the integration of comprehensive and department specific emergency planning



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doctrine. Added enhancements further expanded the system to allow for plan sharing across multiple jurisdictions and coordinate the completion of CDC Federal audits; local technical assessment reviews (LTAR), for the past 9 years.

As a result of this identified need by Chicago and subsequently by the Illinois Department of Public Health (IDPH), the CEMP platform was released to all local health departments in the state of Illinois; to maintain standardized planning doctrine, enhance plan sharing across jurisdictional boundaries, and to provide a standardized platform for completing Federal program audits by the Centers of Disease and Control (CDC). This platform is now mandated as a requirement in all local health departments within Illinois receiving Public Health Emergency Preparedness (PHEP) grant dollars.

ISC and use of the CEMP platform ensure ongoing and sustainable access to statewide Public Health planning doctrine, integrated plan sharing, and uniform/accepted Federal auditing structures. Integrated Solutions Consulting has been contracted through the Illinois Department of Public Health (IDPH) to ensure all local health departments within the state of Illinois have access to this Comprehensive Emergency Management Planning platform, through the Public Health Emergency Plan (PHEP) grant, starting in 2012 and ending 2017. The CDC will award the next Cooperative Agreement for funding cycles 2018-2022 in late June 2017.

ISC is now the sole provider of the CEMP platform for all local health departments within the state of Illinois. Continued use of the CEMP platform, managed by ISC, has been incorporated into the State of Illinois Department of Public Health's PHEP grant requirements; language attached:

STATE OF ILLINOIS DEPARTMENT OF PUBLIC HEALTH PHEP Grant Agreement 2012-2017

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and, hereinafter referred to as the "Grantee", hereby agree as follows:

Current IDPH Priorities

- 2.1.9 Comprehensive Emergency Management Program (CEMP) – The Grantee will acquire a CEMP account and establish, use, and maintain an "instance" on the system. Each Grantee will send at least one staff person to the Department-sponsored CEMP training. Upon the availability of CEMP, and based on Department direction, the Grantee will utilize CEMP as a planning platform, uploading grant documentation (e.g., reports, preparedness and response plans, specifically the LHD Strategic National Stockpile (SNS) Plan), after-action report/improvement plans (AAR/IPs), PHP completed hazard vulnerability risk assessment, capability assessment, Project Period Plan, LTAR, and other documents. This is intended to help the Grantee to meet many of the resource elements in PHP Capability 6 – Information Sharing.

OTHER

Please see attached MBE/WBE implementation plan for Integrated Solutions, Consulting.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

From: 
Julie Morita, M.D.
Commissioner
Chicago Department of Public Health

Date: January 26, 2017

Re: Request for Extension and Vendor Limit Increase
Integrated Solutions Consulting Services, PO #27860
Spec #109799, Req. #145145

The Chicago Department of Public Health (CDPH) chooses to exercise the option to extend the term of the contract with Integrated Solutions Consulting for the last period of one year, and to request a vendor limit increase for \$670,000. The vendor limit increase will cover outstanding invoices for 2016, first five months of 2017, and the services for the extension from May 6, 2017 to May 5, 2018. Attached are the estimated cost amounts in the schedule of compensation and the scope of work.

In 2007, The Chicago Department of Public Health was in need of a comprehensive emergency planning framework to leverage and ensure compliance with a growing number of federal programs, grant requirements and compliance mandates. Integrated Solutions Consulting (ISC) had prepared the only known Comprehensive Public Health Emergency Plan (CPHEP), operating on the Integrated Electronic Planning Platform (IEPP) that is now referred to as the Comprehensive Emergency Management Platform (CEMP). CDPH entered into a Sole Source contract with Integrated Solutions Consulting to initiate the Comprehensive Emergency Management Program (CEMP) program to ensure that all plans, procedures and policies are consistent and integrated across the multiple federal compliance requirements, and the multiple federal preparedness programs from which CDPH receives funding. This program allows for a standard mechanism for plan development, testing, evaluation, review and modifications based on lessons learned, corrective action and improvement plans developed from the numerous drills, exercises and live events in which CDPH is an active participant. That includes the following activities.

- The Chicago Department of Public Health entered into a sole source contract with Integrated Solutions Consulting in 2007 to complete a build-out of a comprehensive emergency management plan (CEMP) on a platform that provided jurisdictions an electronic system that facilitated the integration of comprehensive and department specific emergency planning doctrine.

- A new NCRB contract was executed in 2013 to account for services being provided from 2013-2018.
- CDPH has utilized the platform to house our emergency response plans and coordinate the completion of CDC Federal audits; local technical assessment reviews (LTAR), for the past 9 years.
- Based on CDPH's success with this program and to have the ability to integrate with our plans, the Illinois Department of Public Health (IDPH) entered into a sole source contract with Integrated Solutions Consulting in 2011, to implement a statewide unified emergency management platform for Public Health response.
- IDPH included in its grant language to all certified local health departments within Illinois, that use of the CEMP was a requirement to assure uniform plan development, to streamline sharing of plan structures and to perform the annual CDC -LTAR audits.
- Based on the Chicago Department of Public Health's use of the CEMP platform and CDC's approval of its use, IDPH rolled the platform out to all local health departments within Illinois.
- CDPH has received grant monies for the use of the platform (2012-2018), as part of the PHEP grant.
- Our original contract has an approved 5 year value, of which the last 2 years of costs are what CDPH is requesting to be approved with this Vendor Limit Increase.

Maintaining the current relationship with this vendor serves multiple points:

- IDPH released this platform to all local health departments within the state of Illinois to assure a single tool for plan sharing and federal reporting; tying the application to the PHEP grant for 2012-2017

CDC approved the continued use of CEMP within our grant NOA for 2012-2017.

Thank you in advance for your consideration of this request. If you have any questions or need additional information, please contact Maribel Valdez at 312-747-8828 or John Pfeiffer at 312-747-0128.

Cc: John O'Brien - DPS
Anne Marie McIntyre - DPS
Joe Chan - DPS
Maribel Chavez-Torres - CDPH
Chris Shields - CDPH
Mahita Cieczczak - CDPH
File



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Statement of Work

Detail specifications and Scope of Work for Integrated Solutions Consulting
January 2013 – May 2018

Scopes of Service:

1. Planning
 - a. Identification of All-Hazard Plan elements not currently available in existing CEMP platform
 - b. Cross-reference new capability measurements across existing plan elements
 - c. Assist with the alignment of All-Hazard plan elements, which encompasses any existing plans or program modules between CDPH's Strategic Plan, state, and Federal planning guidelines

2. Projects
 - a. Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements
 - b. Upload and cross-reference new capability measurements across existing plan elements
 - c. Assist with the implementation of a data gathered from public health specific Hazard and Vulnerability Assessment into planning elements and doctrine
 - d. Provide assistance in coordinating cross-jurisdictional planning elements
 - e. Includes evaluation / gap assessment, maintenance and improvement planning

3. Reporting
 - a. Assist with Federal reporting structures for grant compliance and monitoring
 - b. Develop if deemed appropriate reporting structures to support grant project and fiscal monitoring
 - c. Assist with Federal audit structures
 - d. This includes the CDC annual Local Technical Assessment Review (LTAR)

Objectives:

Contractor and use of the CEMP platform ensure ongoing and sustainable access to statewide Public Health planning doctrine, integrated plan sharing, and uniform/accepted Federal auditing structures. Integrated Solutions Consulting has been contracted through the Illinois Department of Public Health (IDPH) to ensure all local health departments within the state of Illinois have access to this Comprehensive Emergency Management Planning platform, through the Public Health Emergency Plan (PHEP) grant, starting in 2012 and ending 2018. A new cooperative agreement will begin July 2018 and run until June 2023.



DEPARTMENT OF PUBLIC HEALTH
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Deliverables:

1. Planning

- a. Contractor will evaluate the current All-Hazard plan elements, which encompasses any existing plans or program modules currently housed within the city of Chicago's section of the CEMP platform, conduct a planning gap analysis and provide a report to the Planning Director or designee on any All-Hazard Plan elements that are either missing, incomplete or otherwise not currently used by the Chicago Department of Public Health. **This report is due within 90 days of the execution of this agreement, and at least annually through the term of the agreement.**
- b. Contractor will assist in the evaluation of new capability measurements defined in any FOA being pursued by CDPH, developing a cross-walk analysis against existing capability measures, plans, procedures already in-place or development. **This report is due annually within 45 days of the release of any new grant guidance or funding opportunity.** The contractor will work directly with the Planning Director or designee to implement strategy for compliance to these and future measures on an on-going basis, but minimally quarterly.
- c. Contractor will assist with the alignment of All-Hazard plan elements, which encompasses any existing plans or program modules between CDPH's Strategic Plan, state, and Federal planning guidelines. This process is evaluated as needed, based on changes within state and Federal guidance or law. The contractor will work directly with the Planning Director or designee on an on-going basis, but **minimally quarterly.**
- d. The contractor will assure the flexibility to consult and assist with the development of planning elements to further PHEP and HPP comprehensive emergency management planning processes. This may include standard operating procedures, standard operating guides, playbooks, plans, and similar documents. All planning efforts will be led by a Bureau staff member/subject matter expert.

2. Projects

- a. Contractor will assist with the integration into the CEMP all planning elements that cross-cut the PHEP/HPP capabilities, public health preparedness efforts and any new integrated federal partner elements. **The initial integration project is due within 90 days of the execution of this agreement and at least annually through the term of the agreement.** The contractor will work directly with subject matter experts within CDPH or capability leads in the respective deliverable capability structures on an on-going basis, but minimally quarterly. Detailed reports will be provided to the Planning Director or designee,



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

to assure projects remain focused on programmatic details on as requested basis, but **minimally quarterly**.

- b. Contractor will **annually** upload the PHEP/HPP combined grant capability measures onto the CEMP, in a format that is conducive to track progress towards year end deliverables and sustained multi-year projects. This report is due within 7 days of the release of the Federal Funding Opportunity Announcement (FOA), traditionally seen the first week of March.
- c. Contractor will assist with the implementation of a data gathered from public health specific Hazard and Vulnerability Assessment (HVA) into planning elements and doctrine. The contractor will work directly with subject matter experts within CDPH or capability leads in the respective deliverable capability structures on an on-going basis, but minimally quarterly. This will include assisting in the development of preparedness doctrine that utilizes the HVA results and the implementation of programmatic changes to existing planning or response capabilities. Final programmatic recommendations will be required by July 1, 2013, with the understanding that implementation of these recommendations might be phased over several years, based on available funding and staff resources.
- d. Contractor will provide assistance in coordinating cross-jurisdictional planning elements, as part of the uniform CEMP platform within Illinois. This includes, but is not limited to identifying project planning elements from other local health departments that might be beneficial for implementation within Chicago, facilitate the electronic transfer of planning elements and provide technical assistance for integration of the planning elements. This activity is on-going and understood that all jurisdictions utilizing the CEMP platform develop, prepare, implement and review planning doctrine on varying timetables. Tasks include evaluation / gap assessment, maintenance and improvement planning. The contractor will work directly with the Planning Director or designee on an on-going basis, but minimally quarterly.

3. Reporting

- a. Contractor will assist with Federal reporting structures for grant compliance and monitoring by providing detailed reports on project areas identified within the scopes of this contract. CDPH has regular audits conducted by internal compliance and external regulatory agencies and as such is required to provide documentation on project status, program applications and grant deliverables. The contractor is expected to be available to provide access to all documents contained within the CEMP platform when requested by any and all auditing agents.
- b. Contractor will work directly with program administrative and fiscal monitors to develop if deemed appropriate reporting structures to support grant project and fiscal monitoring.



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Audits are generally un-scheduled events and as such the contractor will make provisions to be available to assist when requested.

- c. Contractor will work directly with the Planning Director or designee on the CDC local Technical Assessment Review (LTAR), for which CDPH and all local health departments in the country who receive PHEP funding are required to complete on an annual basis. Program material is assembled over the course of 2 months preceding the LTAR audit, which generally occurs in the 3rd quarter of the grant year (January-March). The Contractor will make provisions to be available to assist when requested and be on-hand during the audit process.

System Requirements:

Based on the Scope of Work, concurrence with the Department of Innovation and Technology (DoIT) believe this is not an IT related application, strictly a planning assistance application (Derrick Brownlee 6/14/2012). Due to the nature of the existing system throughout Illinois, this vendor has the knowledge content needed to properly administer the system.

Maribel Chavez-Torres
Deputy Commissioner
312-747-9882
Maribel.Chavez-Torres@cityofchicago.org

Christopher G. Shields, BS, EMT-P
Assistant Commissioner
312-747-9783
Christopher.Shields@cityofchicago.org

Mahita Cieczczak
Projects Administrator
312-747-9551
Mahita.Cieczczak@cityofchicago.org



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

**CDPH Schedule of Compensation
For Integrated Solutions Consulting**

The following estimated costs for the sole source contract for Integrated Solutions Consulting covers the five (5) year timeframe of estimated deliverables. The following costs also include projected work over the five year timeframe of deliverables, reporting requirements and administrative requirements.

Estimated Cost: \$1,655,000.00 over three (3) years + two (1-year) extension years of Deliverables

1. Planning:

- a. \$479,950.00 Over 5 years as outlined in the attached budget; Identification of All-Hazards Plan elements not currently existing within Chicago's planning doctrine
- b. \$185,360.00 Over 5 years as outlined in the attached budget; Cross Reference new Federal Capability measurements across existing plan elements
- c. \$321,070.00 Over 5 years as outlined in the attached budget; Assist in the alignment of CDPH's All Hazards plan to state and Federal planning guidelines.

2. Project Work

- a. \$301,210.00 Over 5 years as outlined in the attached budget; Assist with integration of CEMP planning elements the cross-cut the Public Health Emergency Preparedness (PHEP) capabilities and assist with loading material onto CEMP platform for statewide accessibility
- b. \$195,290.00 Over 5 years as outlined in the attached budget; Assist with implementation of planning and doctrine related to the City of Chicago Hazard and Vulnerability Assessment

3. Reporting

- a. \$86,888.00 Over 5 years as outlined in the attached budget; Assist with Federal reporting structures under the grant compliance and monitoring and assist with Federal audits, including the CDC annual LTAR

4. Administrative

- a. \$79,440.00 Over 5 years as outlined in the attached budget; Administration, Project Management, Travel and system maintenance

CHRISTOPHER B. SHIELDS

Name of CDPH Preparer

Christopher B. Shields

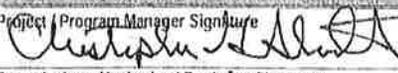
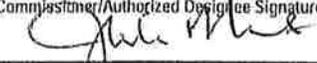
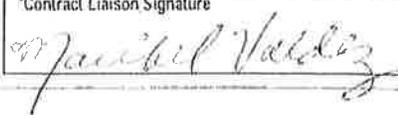
Signature of Preparer

1/24/17

Date

Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

<p>Date: January 24, 2017</p> <p>Department Name: Health</p> <p>Requisition No: 145145</p> <p>Specification No: 109799</p> <p>PO No: 27860</p> <p>Modification No: 3</p> <p>Contract Liaison: Maribel Valdez</p> <p>Telephone: 312-747-8828</p> <p>Email: maribel.valdez@cityofchicago.org</p> <p>Project / Program Manager: Chris Shields</p> <p>Telephone: 312-747-9783</p> <p>Email: Christopher.Shields@cityofchicago.org</p> <p>Check One: <input type="checkbox"/> New Contract Request</p> <p><i>*By signing below, I attest the estimates provided for this contract are true and accurate.</i></p> <p>*Project / Program Manager Signature </p> <p>*Commissioner/Authorized Designee Signature </p>	<p>For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) Funding: Attach information if multiple funding lines; 2) Individual Contract Services: include approval form signed by Department Head and OBM; 3) ITGB: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.</p> <p>*Contract Liaison Signature </p> <p><i>*By signing this form, I attest that all information provided is true and accurate.</i></p> <p>Project Title: Comprehensive Emergency Management Plan (CEMP) Services.</p> <p>Project Description: Extension for the last year and VLI to the contract with Integrated Solutions Consulting. The new extension will be from May 6, 2017 to May 5, 2018.</p> <p>Funding:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Corporate</td> <td><input type="checkbox"/> Bond</td> <td><input type="checkbox"/> Enterprise</td> <td><input checked="" type="checkbox"/> Grant</td> <td><input type="checkbox"/> Other:</td> </tr> <tr> <td><input type="checkbox"/> IDOT/Transit</td> <td><input type="checkbox"/> IDOT/Highway</td> <td><input type="checkbox"/> FHWA</td> <td><input type="checkbox"/> FTA</td> <td><input type="checkbox"/> FAA</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>LINE</th> <th>FY</th> <th>FUND</th> <th>DEPT</th> <th>ORGN</th> <th>APPR</th> <th>ACTV</th> <th>PROJECT</th> <th>RPTG</th> <th>ESTDOLLAR AMOUNT</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>016</td> <td>0X29</td> <td>0413829</td> <td>0140</td> <td>220140</td> <td>P04120103279</td> <td></td> <td>16NV01</td> <td>\$670000</td> </tr> </tbody> </table> <p>Purchase Order Type: <input checked="" type="checkbox"/> Blanket/Purchase Order (DUR) <input type="checkbox"/> Master Consultant Agreement (Task Order) <input type="checkbox"/> Standard/One-Time Purchase</p> <p>Procurement Method: <input type="checkbox"/> Bid <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> RFI <input type="checkbox"/> Small Order</p> <p>Special Approvals Required: <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB) <input type="checkbox"/> Request for Individual Contract Services <input type="checkbox"/> Information Technology Governance Board (ITGB)</p> <p>Contract Type: <input type="checkbox"/> Architect Engineering <input type="checkbox"/> Commodity <input type="checkbox"/> Construction <input type="checkbox"/> JOC <input type="checkbox"/> SBI <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Revenue Generating <input type="checkbox"/> Vehicle & Heavy Equipment <input type="checkbox"/> Work Service <input type="checkbox"/> Joint Procurement <input type="checkbox"/> Reference Contract</p> <p>Modification/Amendment Type: <input checked="" type="checkbox"/> Time Extension <input type="checkbox"/> Scope Change/Price Increase /Additional Line Item(s) <input checked="" type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Requisition Encumbrance Adjustment <input type="checkbox"/> Other (specify):</p> <p>Vendor Info: Name: Integrated Solutions Consulting Contact: John Rogan Address: 3900 Freemont, Suite 1, Chicago, IL 60613 E-mail: john.rogan@i-s-consulting.com Phone: 877-437-4271</p>	<input type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Other:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT	01	016	0X29	0413829	0140	220140	P04120103279		16NV01	\$670000
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01	016	0X29	0413829	0140	220140	P04120103279		16NV01	\$670000																						
<p>Purchase Order Information:</p> <p>Contract Term (No. of Months): 36</p> <p>Extension Options (Rate of Recurrence): 12</p> <p>Estimated Spend/Value: \$ 1,652,591.68</p> <p>Grant Commitment / Expiration Date:</p> <p>Pre-Bid/Submittal Conference: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Mandatory <input type="checkbox"/> Site Visit</p> <p><input checked="" type="checkbox"/> Modification or Amendment</p> <p>Modification Information: PO Start Date: 5/6/13 PO End Date: 5/5/18 Amount (Increase/Reduction):</p> <p>MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo) <input checked="" type="checkbox"/> Full Compliance <input type="checkbox"/> Contract Specific Goals <input type="checkbox"/> No Stated Goals <input type="checkbox"/> Waiver Request</p> <p>Risk Management / EDS</p> <p>Insurance Requirements (included) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No EDS Certification of Filling (included) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>																															

Vendor Limit Increase and Extension to Contract with
Integrated Solutions Consulting Services
Spec #109799, PO #145145
CDPH List of Personnel Participating in NCRB Meeting

Christopher Shields, BS, EMT-P
Assistant Commissioner
312- 747-9783
Christopher.Shields@cityofchicago.org

John Pfeiffer
Contracts Administrator
312-747-0128
John.pfeiffer2@cityofchicago.org

Maribel Valdez
Chief Contract Expediter
312-747-8828
Maribel.valdez@cityofchicago.org

Contract Summary Sheet

Contract (PO) Number: 27860

Specification Number: 109799

Name of Contractor: INTEGRATED SOLUTION CONSULTING

City Department: DEPARTMENT OF HEALTH

Title of Contract: COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)
SERVICES

Term of Contract: Start Date: 5/6/2013

End Date: 5/5/2016

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$982,591.68

Brief Description of Work: COMPREHENSIVE EMERGENCY MANAGEMENT PLAN
(CEMP) SERVICES

Procurement Services Contract Area: PRO SERV CONSULTING \$250,000orABOVE

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 51370028

Submission Date:

May 10, 2013

section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. Contract Extension Option

The City may extend this Contract for two additional one-year option periods following the expiration of the contract term or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's Invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

3.2.1.3. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

Invoices
City of Chicago, Office of the City Comptroller
33 N. LaSalle St., Room 700
Chicago, IL 60602

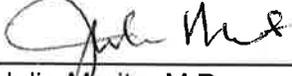
Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

To: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

From: 
Julie Morita, M.D.
Commissioner
Chicago Department of Public Health

Date: January 26, 2017

Re: Concurrence with Vendor's MBE/WBE Compliance Plan
Integrated Solutions Consulting Services, PO #27860
Spec #109799, Req. #145145

The Chicago Department of Public Health (CDPH) has reviewed the Integrated Solutions commitment plan to Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) participation, and CDPH concurs with Integrated Solutions commitment plan.

Integrated Solutions' scope of work provides comprehensive emergency management plan (CEMP) services for the emergency preparedness program in CDPH. The vendor has committed 25% goal for the MBE and 5% goal for WBE in indirect participation. Attached are the completed schedules C-1 and D-1. These goals are for the vendor limit increase in the amount of \$670,000 to cover outstanding invoices for 2016 and part of 2017 and the expenses for the extension of the contract from May 6, 2017 to May 5, 2018 of the existing contract with purchase order number 27860.

Thank you in advance for your consideration of this request. If you have any questions or need additional information, please contact Maribel Valdez at 312-747-8828 or John Pfeiffer at 312-747-0128.

Cc: John O'Brien - DPS
Anne Marie McIntyre - DPS
Monica Jimenez - DPS
Joe Chan - DPS
Maribel Chavez-Torres - CDPH
Chris Shields - CDPH
Mahita Cieczczak - CDPH
File



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

<p>FOR NON-CONSTRUCTION PROJECTS ONLY</p>
--

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name: Comprehensive Emergency Management Program (CEMP)

Specification No.: 109799

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Integrated Solutions Consulting, Inc.
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%
Total Participation % _____

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: Mena Tours and Travel
Address: 5209 N. Clark Street, Chicago, IL 60640
Contact Person: Giselle Sanchez

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: 773.275.2125

Dollar Value of Participation \$ 167,500.00

Percentage of Participation % 25

Mentor Protégé Agreement (attach executed copy): () Yes (X) No Add'l Percentage Claimed: %

Total Participation % 25

2. Name of MBE/WBE: W4Sight LLC

Address: 1818 W. Leland Ave, Suite #300, Chicago, IL 60640

Contact Person: Molly Mangan

Phone Number: 888.765.2893

Dollar Value of Participation \$ 33,500.00

Percentage of Participation % 5

Mentor Protégé Agreement (attach executed copy): () Yes (X) No Add'l Percentage Claimed: %

Total Participation % 5

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Mena Tours and Travel	\$167,500.00	25%
Total Indirect MBE Participation	\$167,500.00	25%

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
W4Sight LLC	\$33,500.00	5%
Total Indirect WBE Participation	\$33,500.00	5%

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

John Rogan 773.383.7221
(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

Integrated Solutions Consulting, Inc
(Name of Prime Contractor - Print or Type) State of: Illinois

John Rogan
(Signature) County of: Cook

John Rogan/Principal
(Name/Title of Affiant - Print or Type)

13 - JAN - 17
(Date)

On this 13TH day of JANUARY, 2017, the above signed officer JOHN ROGAN
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Michael J. Klimczak
(Notary Public Signature)

Commission Expires: APR 8, 2019





FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: Comprehensive Emergency Management Program (CEMP) Specification No.: 109799

From: Mena Tours & Travel
(Name of MBE/WBE Firm)

To: Integrated Solutions Consulting, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Travel conference organization and support, and general administrative support

The above described performance is offered for the following price and described terms of payment:
\$167,500.00

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Giselle Sanchez
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

1/12/2017
(Date)

GISELLE L. SANDOZ
(Name/Title-Please Print)

GISELLE@MENA.TRAVEL
(Email & Phone Number)

773 275-2125



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JAN 08 2016

Giselle Sanchez
Mena Tours and Travel, Inc. dba Mena Travel
5209 N. Clark
Chicago, IL 60640-2101

Dear Giselle Sanchez:

We are pleased to inform you that **Mena Tours and Travel, Inc. dba Mena Travel** has been re-certified as a **Minority-Owned Business Enterprise ("MBE")** and certified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **01/01/2021**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **01/01/2017, 01/01/2018, 01/01/2019, and 01/01/2020**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **01/01/2021**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **11/01/2020**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

561510- Travel Agencies

561599- All Other Travel Arrangements and Reservations

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise and Women-Owned Business Enterprise** goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer

RB/fn



FOR
NON-CONSTRUCTION
PROJECTS ONLY

SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

Project Name: Comprehensive Emergency Management Program (CEMP) Specification No.: 109799

From: W4Sight LLC
(Name of MBE/WBE Firm)

To: Integrated Solutions Consulting, Inc. and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:
Consulting services in support of ISC deliverables.

The above described performance is offered for the following price and described terms of payment:
\$33,500.00

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes (X) No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Abroad RVK 11/24/2017
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Deborah R McCann / Partner
(Name/Title-Please Print)

dmccann@w4sight.com 773-612-1161
(Email & Phone Number)



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-5502

April 7, 2016

Ms. Molly Mangan
President
W4Sight, LLC
73 West Monroe Street
Chicago, IL 60603

Annual Certification Expires: April 22, 2017

Dear Ms. Mangan:

Congratulations on your continued eligibility for Certification as a Women Business Enterprise (**WBE**) by Cook County Government. This **WBE** Certification is valid until **April 22, 2020**.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) days** prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such changes.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

**TECHNOLOGY: GEOGRAPHICAL INFORMATION SYSTEMS CONSULTING SERVICE;
PROJECT MANAGEMENT**

Your firm's participation on County contracts will be credited toward **WBE** goal in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goal will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/ehw

2020

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

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1st District

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2nd District

JERRY BUTLER
3rd District

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16th District

SEAN M. MORRISON
17th District

January 19, 2017

Chicago Department of Public Health
333 S. State Street, Suite 2144
Chicago, IL 60604
Attn: Christopher G. Shields, Assistant Commissioner

Dear Mr. Shields,

As the individual authorized to contractually obligate and negotiate for Integrated Solutions Consulting (ISC), I am pleased to present our Chicago Department of Public Health (CDPH) Comprehensive Emergency Management Plan (CEMP) Services Project, Year 4 and Year 5 Extension Project Management Plan (PMP) and price quotation. The scope of services identifies a step-by-step work plan to accomplish the project objectives identified in the PMP. CDPH has identified five project objectives that are to be accomplished over each year of the project. These objectives are as follows:

1. Identification of All-Hazard Plan elements not currently available in existing CEMP platform
2. Upload and cross-reference new capability measurements across existing plan elements
3. Assist with federal reporting structures for grant compliance and monitoring
4. Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements
5. Assist with the alignment of planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines

The budget for the 2013- 2016 CDPH CEMP Project was \$317,292.00 on an annual basis with a 4% increase in year two (\$332,143.68) and a 5% increase in year three (\$333,156.00) for a total of \$982,591.68 for the first three years of the project. The project commenced May 2013 and concluded on June 2016, with Year 4 and Year 5 extension until May 5, 2018. Each extension year is budgeted for \$335,000.00. This price quotation is valid until May 5, 2018.

This project is to be funded through a grant from the Center for Disease Control and Prevention (CDC). Project reporting and invoices will be submitted as deliverables are completed.

We appreciate the opportunity to continue our partnership with CDPH and the City towards preparing for emergencies and catastrophic events and building a safer and more resilient community.

Sincerely,



John Rogan
Partner
Integrated Solutions Consulting, Inc.
3900 N Fremont St, Unit I
Chicago, IL 60613
Office: 773-383-7221
Fax: 877.684.0557
Email: John.Rogan@i-s-consulting.com





January 19, 2017

Chicago Department of Public Health
333 S. State Street, suite 2144
Chicago, IL 60604
Attn: Christopher G. Shields, Assistant Commissioner

Dear Mr. Shields:

Over the course of the last several years, the Federal government, the State of Illinois, and the City of Chicago have allocated vast resources towards preparing for emergencies and catastrophic events. Numerous city officials, departments, and private sector partners have participated in this important mission, leading to a safer and more resilient community. Recently, several incidents including the H1N1 Pandemic, 2012 NATO Summit, 2014 Ebola Outbreak, 2016 Zika Virus have served to remind us of the importance of this mission and the level of commitment required to achieve successful outcomes.

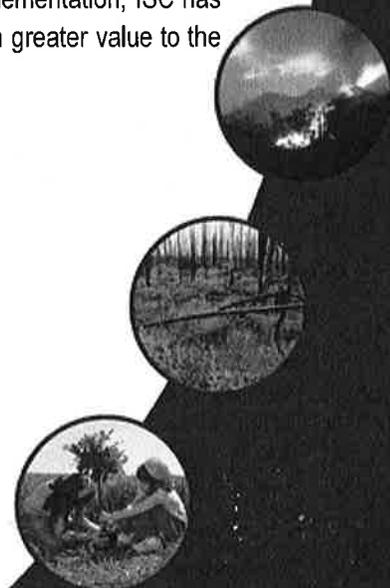
In 2007, Integrated Solutions Consulting (ISC) developed the Comprehensive Emergency Management Program (CEMP) and Odysseus™ Preparedness and Planning System to provide preparedness solutions to local and state health departments. Odysseus™ is the only process / system of its kind that can provide a high-level of preparedness and planning solutions specifically designed, developed, and proven for the planning, preparedness, and operational requirements of public health departments. It is protected by patent and trademarks laws and currently exclusive to ISC.

Odysseus™ is the web-based planning platform local and state health departments have used to implement their CEMP. The terms Odysseus™ (the trademarked planning technology) and the CEMP (comprehensive planning developed on Odysseus™), are used by ISC's clients interchangeably and represent the totality of planning developed on the web-based system. From 2007 to the present date, ISC has implemented CEMP and Odysseus™ successfully for the Chicago Department of Public Health (CDPH), the Illinois Department of Public Health (IDPH), all 95 county and certified local health departments, and all 156 hospitals in the State of Illinois HPP Program.

As the creators of this successful planning system and the experts in its use and implementation, ISC has listed the following items as a justification of a sole source opportunity to provide even greater value to the City.

Sincerely,

John Rogan, Partner
Integrated Solutions Consulting, Inc.
3900 N Fremont St, Unit I
Chicago, IL 60613
Office: 773-383-7221
Fax: 877.684.0557
Email: John.Rogan@i-s-consulting.com



ISC Statement of Uniqueness

1. **Does the proposed firm have personnel considered unquestionably predominant in the particular field?**

Integrated Solutions Consulting offers a nationally recognized team with a client-focused culture and unique combination of academic knowledge, practical understanding, and field experience. We feel that this blend of academic knowledge and practical experience makes us committed and fully qualified to fulfill all provisions of this project in providing CDPH with an efficient and effective comprehensive emergency management program, incorporating the latest analytical and methodological techniques, and providing accurate output of hazard vulnerabilities. This thorough process is a hallmark of ISC's commitment to excellence and our track record of continuously providing client-focused, exceptional products that address the objectives of the assigned project as well as concurrent and future emergency management activities.

ISC will provide CDPH with a team that exhibits the following characteristics:

- Focused Expertise Supported by a Multi-Disciplinary Perspective: Our primary business is to assist in the development and implementation of proactive solutions for health preparedness departments by delivering comprehensive, all-hazard, and multi-disciplinary services.
- Track-Record of Collaboration and Success: Our team has partnered, collaborated, and successfully delivered on complex public health preparedness projects at the local, state, and federal level.
- Proven Best Management Practices: We have a proven project management methodology that can ensure that this important project remains on budget, is quality driven, properly staffed, and constantly focused on accomplishing the client's objectives.
- Seasoned Professionals with Academic and Technical Expertise: Our team combines academic achievement with technical excellence and seasoned public health professionals that can deliver research-based, national best-practices and lessons-learned.

Integrated Solutions Consulting is dedicated to providing consulting services that are based on the common principles and practices of comprehensive public health preparedness and offer solutions that are client-focused, value-added, and research-based.

Since its inception, ISC has established itself as dedicated industry leaders in public health preparedness consulting services. We are committed to taking an all-hazard, integrated approach to help solve complex challenges facing our communities and to develop comprehensive solutions and plans to promote economic steps in public safety against an increasingly volatile world. Our mission and principles supported by our dedication and enthusiasm are what we believe separates us from others. We are determined to delivering excellence and exceeding expectations to fulfill our client's needs and the motivation of those needs.

2. What prior experience of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

Integrated Solutions Consulting, as developers of the CEMP, have teamed with CDPH to provide health preparedness consulting services including providing strategies for the optimal use of the CEMP in preparedness and response efforts. This long-term working relationship that started when CDPH purchased the CEMP in 2008 and resulted in the department obtaining a web-based planning platform that allows sharing of information both within the department and with external planning partners. The CEMP has been used by the department for over eight years and continues to be used to the present day. In addition, this state of the art planning system will be the focus of its future planning initiatives.

Integrated Solutions Consulting designed, developed, and will maintain the CEMP for CDPH as well as 95 other local health departments and 156 hospitals in Illinois. As developers of the CEMP and due to the close eight year working relationship they have with CDPH, ISC is in the unique position to maintain the CEMP as a system, provide consulting services on the best use of the CEMP, provide expertise on how to integrate comprehensive all hazards planning solutions into the system, and to continue the department's outstanding track record of securing federal funding through programmatic compliance.

Our relevant experience is comprised of broad array of similar and complementary projects that are supported by a record of accomplishment of successful project and program execution. An essential element of this achievement is attributed to our ability to utilize our team's cooperative strengths to provide our clients with multi-disciplinary solutions to their public health preparedness projects. This multi-disciplinary approach provides a framework that incorporates all hazards and integrates all phases of emergency management, while aligning and complementing Federal and State directives to maximize programmatic and fiscal efficiency.

ISC has obtained the recognition of providing exceptional, client-focused services and celebrated for its integrated "best-practices" approach to all-hazards planning and preparedness. This recognition is attributed to ISC's strive for excellence for every project initiated, regardless of client or project size.

Our commitment to excellence is reflected in our exceptional performance rating which resulted from an independent and third-party evaluation of over 50 ISC projects.

Since 2007, ISC has worked with multiple local and regional health departments including CDPH, the DuPage County Health Department, the Cook County Department of Public Health, and the Illinois Department of Public Health focusing its efforts on improving Medical Countermeasure (MCM) [formally Strategic National Stockpile (SNS)] planning and preparedness. In the course of the SNS/MCM planning development leadership of these organizations approved a decision to develop planning and preparedness in an innovative approach – developing an All-Hazard CEMP. The CEMP is a continual cycle integrating preparedness elements – planning, education, training, and exercising - efficiently and effectively.

By making ISC's Odysseus™ a foundation of their CEMP program, each department has streamlined their planning process and developed plans that were more accessible to its internal and external partners. The CEMP designed and developed on the Odysseus™ preparedness and planning system provided health

departments with a web-based structure enabling the improvement of preparedness doctrine and programs to support the maintenance and implementation of this doctrine. The CEMP provides public health departments with real solutions for many gaps commonly identified in preparedness and planning.

3. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

Odysseus™ is the only process / system of its kind that can provide a high-level preparedness and planning solutions specifically designed, developed, and proven for the planning, preparedness, and operational requirements of public health departments. It is a wholly owned and patented solution for preparedness planning developed completely by ISC. Odysseus™ was developed by working with preparedness organizations, including CDPH, to assess their preparedness needs and identify solutions to enhance preparedness programs. The system is unique in that it was created and developed entirely by ISC cannot be licensed for use without ISC's consent. Additionally, as sole developers of the system, ISC continues to refine and develop the functionality of the system. These improvements are provided only to active users of the system.

Integrated Solutions Consulting provides the CEMP as a "Software as a Service" (SaaS) product. This unique pricing model does not charge a licensing fee for every new user, rather a fee for every new instance or department that purchases the product. This allows the CEMP to expand to multiple users within a department at very low cost. One of the fundamental tenets of effective planning is to form diverse planning groups with representatives from all departments involved in the plan. This methodology not only helps responding departments fully understand their roles and responsibilities but also exposes the planning process to multiple viewpoints and multi-disciplinary expertise. Due to the nature of planning, the ability to allow access to multiple users while being economically feasible increases the efficiency and effectiveness of preparedness planning by sharing information and involving more input from different stakeholders. The CDPH has seen this benefit as over a hundred unique users have accessed the system since its initial deployment and planning has been shared and vetted by experts throughout the department.

In addition, any upgrades to the CEMP – Odysseus™ system (ISC is currently upgrading the entire system to version 3.0 with 4.0 modules) are included in the implementation cost and licensing costs during the licensing agreement.

4. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

The CEMP also has many benefits beyond MCM/SNS planning. The CEMP provides each agency with an online forum to develop, implement, and maintain a truly comprehensive public health and hospital preparedness program that is guided to meet all state and federal requirements. In addition, Odysseus™ maintains an aggregation capability so that data collected can be aggregated and analyzed in various formats and shared throughout departments.

The system continually updates and develops intelligence modules based on Federal guidance. Currently, the CEMP has increased its' capabilities with effective customized solutions designed for all CDPH since 2008. Some of most recent and relevant module updates include:

- Center for Disease Control and Prevention (CDC) Public Health Preparedness Capabilities Module and Reporting Functionality
- Health and Human Services (HHS) Healthcare Preparedness Capabilities Module and Reporting Functionality
- Hospital Hazard Vulnerability Assessment Module
- Public Health Service Risk Assessment Module
- Training and Exercise Coordination Module and Reporting Functionality
- Workgroup Functionality

This sharing capability is vital to preparedness activities in the State. As public health events are regional in nature, a robust information sharing capability is essential to a prepared department and a protected city. As preparedness levels has risen throughout the State of Illinois, CDPH must have the capability to share information and best practices with its local, regional, and State partners to increase its capability and overall preparedness.

In addition, clients throughout the State of Illinois, including CDPH, have used the CEMP as a communicative tool during exercises and actual emergencies. For example, during the 2009/2010 H1N1 Pandemic, ISC personnel worked closely with CDPH during preparedness operations and deployed several personnel in response operations. The CDPH and ISC personnel were instrumental in using the CEMP to maintain accurate situational awareness of vaccination operations by hourly IAP updates and vaccine usage reports. Additionally, since the CEMP is designed using a cloud based computing model, information entered into one system can be shared on a regional basis. This allows the pooling of resources among departments, reduces costs, and increases collaboration in potential emergency situations.

Odysseus™ was designed to with the ability to share information from system to system. As planning becomes more effective when shared, Odysseus'™ sharing functionality (federal to state, state to county, and county to local) makes it a unique and ideal solution for CDPH. This advantage has been recognized by many agencies including the IDPH. Recently, IDPH purchased the system for all 95 local health departments and all 156 hospitals in Illinois with the intent of sharing information between departments and the healthcare to increase overall preparedness.

Although public health and emergency preparedness can only truly be measured by "actual" operational success, the Center for Disease Control and Prevention (CDC) Strategic National Stockpile (SNS) Technical Assistance Review (TAR) does offer a qualitative measurement of preparedness for SNS planning/preparedness at State, County, and City Readiness Initiative (CRI) levels. Integrated Solutions Consulting, through the CEMP, has provided a successful platform for health departments to identify and close planning gaps and highlight compliance with grant mandates in preparation of the CDC TAR. Since adopting the CEMP in early 2008, the chart below indicates TAR percentile score for CDPH in the design and develop SNS Planning:

Chicago Department of Public Health SNS TAR/MCM ORR Scores	
Year	Score
2008	94
2009	99
2010	No review required due to the previous year's score
2011	100
2012	100
2014	100
2016	n/a (scoring removed)

In addition to increasing the department's ability to satisfy qualitative compliance metrics, the CEMP has the value added of reducing the amount of time it traditionally takes to prepare for the Federal and State grant performance metrics, saving time and untold staff hours. This has allowed the focus to shift from simply assuring compliance, to improving existing plans, increasing coordination with partners, and allowing a higher level of operational success.

Although, it is difficult to quantify the cost savings in increased efficiency and reduced staff hours exactly, assuring compliance with the TAR has secured a measurable amount of funding from the CDC. As detailed in the each budget year's cooperative agreement, non-compliance with the TAR results in a 10% reduction of non-CRI grant funding. The following table identifies funding allocations from 2008 to 2011 along with the 10% deduction compliance with the TAR has avoided:

CDC Cooperative Agreement Funding for Chicago		
Year	Amount (Non CRI)	Potential Deduction for Non TAR Compliance
2008	\$9,232,673	\$923,267
2009	\$9,087,074	\$908,707
2010	\$8,978,646	\$897,864
2011	\$8,215,124	\$821,512
2012	\$8,269,316	\$826,932
2014	\$8,169,931	\$816,993
Total	\$35,513,517	\$5,195,275

Based on the above evidence, ISC (CEMP – Odysseus™) has an unrivalled record of success in the area of public health preparedness and planning; this has been recognized by the CDC SNS/MCM Project Manager for the State of Illinois and the City of Chicago.

5. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, etc. possess. Is compatibility with existing equipment critical from an operational standpoint? Explain why?

While this product offers features and services similar to other content management products utilized by other public health agencies, Odysseus™ is different in that its **primary focus** is to enhance emergency management and public health planning and preparedness. Odysseus™ is the only known system of its kind that was developed by emergency management and preparedness professionals for the sole purpose of planning and enhancing organizational preparedness.

In addition, it offers unique customized services purely dedicated to the maintenance of complex emergency plans.

It is important to note that this system is not solely a content management product; instead, it is an internet-based secured avenue to create, edit, and maintain public health emergency plans with advanced customization and facilitation, which promotes increased plan quality and compliance. Moreover, plan quality and increased preparedness are achieved because the Odysseus™ system goes far beyond serving as a storehouse for public health documents. Instead, this system is uniquely designed to facilitate the management and utilization of the following services, which are critical to the overall public health preparedness operations:

- Improved integration of comprehensive emergency management doctrine in a consistent and operational format
- Development of an innovative structure that enables various levels of secure access to limit or expand information dissemination
- Implementation of a scalable platform that can be modified with regards to structure and content to meet the needs of a department, regional authority, or a state agency
- Management of planning committees to include assigned responsibilities, meeting schedules, and public outreach efforts
- Enhanced accessibility, efficiency, and effectiveness of exercise and training programs throughout the planning cycle
- Programmatic compliance of performance-based and incentive-based grant measures with governing bodies
- Use of the system as an efficient and effective information sharing and storing tool during actual incidents

The CEMP designed and developed on the Odysseus™ preparedness and planning system provides health departments with a web-based structure enabling the improvement of preparedness doctrine and programs to support the maintenance and implementation of this doctrine. The CEMP provides public health departments with real solutions for many common preparedness and planning gaps.

The CEMP is unique because it is a web-based preparedness and planning system with the ability to increase planning and program standardization; through standardization, preparedness doctrine is realized. The CEMP's use of proactive and user friendly cloud computing technologies enables CDPH, Illinois Local Health Departments, public partners, and private partners (as appropriate) to share, collaborate, and develop "ideal" preparedness planning and programs. This ability to provide "knowledge transfer" instantaneously throughout the State is perhaps the greatest strength of the system.

Preparedness and Planning Challenges – CEMP Solutions	
Common Preparedness and Planning Gaps	CEMP Solutions
Planning was developed in MS Word on desktop computers and/or shared drives – this led to serious version control issues and a lack of dissemination management.	Provides a web-based system providing: high level of security and redundancy, layered access and dissemination, and the ability to manage planning with active version control protocols.
Planning once completed was stored in hard-copy notebooks and/or electronically - plans were rarely updated, reviewed, or referred to during a crisis.	Planning and preparedness doctrine is securely stored and is available on-line for immediate review or modification.
Planning was developed in a non-collaborative environment - knowledge transfer was inefficient between planners and command personnel; public and private partners rarely see planning after initial completion.	Planning is accessed via multiple layers based on “need-to-know” protocols enabling planning committees, workgroups, and operations personnel to actively review and comment on planning and preparedness doctrine. Planning can also be shared with the public, ensuring grant program compliance and community consensus.
Planning was in a non-standard design – this inhibited the implementation of planning for education, training, and exercises.	Planners and personnel have the ability: to view all current planning and multiple plans concurrently; and standardize plan organizational structure to provide the flexibility within appropriate operational limits.
Planning was difficult to access – plans were rarely reviewed / understood.	Executives, management, personnel, planners, and public / private partners can access the plan on-line to gain immediate situational understanding.
Preparedness was problematic – planning was rarely exercised; exercise and actual incidents / events After Action Report (AARs) / Improvement Plans (IPs) did not modify planning or procurement.	Preparedness personnel can connect preparedness and planning components to exercise plans; AARs and IPs address focus on these specific components; planning and preparedness programs are updated and progress is readily identified.
Preparedness was disconnected – a common operational picture of each hazard did not influence planning, training, exercises, and procurement.	Planning is now connected throughout the entire “preparedness cycle” into a comprehensive emergency management program systematically developing efficiently and effectively organizational and operational processes.

6. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data? Attach documentation verifying such.

Due to the distinct characteristics and services offered by the Odysseus™ system, it is the only process/system of its kind. While other products are web-based or provide comparable services, they either lack the emergency management/public health focus and expertise, or fail to address the programmatic and comprehensive needs of public health preparedness agencies. This claim is validated by extensive research conducted by ISC to compare current web-based applications being offered to the emergency preparedness community. This research included conducting comprehensive searches for related products; documenting promotional pieces in emergency management and public health related publications; informal interviews with emergency preparedness agencies and representatives to determine what kinds of systems were being utilized; and attending various emergency preparedness tradeshows and conferences across the country to assess current and up-and-coming services and products being offered.

Once products were identified, ISC thoroughly compared these products with Odysseus™ and the CEMP concept. Again, while other products promote collaboration via a web-enabled environment, no system other than Odysseus™ truly allows for the customization and programmatic integration of all planning, educating, training, and exercising, and response-oriented needs of emergency preparedness programs.

It should also be noted that this system is unique in that it is offered on a Software-as-a-Service basis and gives CDPH the ability to integrate preparedness and planning efficiently at the local level. The key benefits of SaaS design is a significant advancement in emergency preparedness/planning platforms by providing the right mix of flexibility and standardization based on the clients' needs.

For the purposes of comparison, three leading content management based systems were analyzed. The table below depicts how these products differ.

Microsoft Office SharePoint 2007

Microsoft Office SharePoint Server 2007 provides a single, integrated location where employees can collaborate with team members, find organizational resources, search for experts and corporate information, and manage content and workflow. SharePoint allows teams to work together, collaborate on, publish documents, maintain task lists, implement workflows, and share information through the use of wikis and blogs.

SmartDoc

SmartDoc is a Web-based document management software solution that helps businesses create, manage, and share documents and best practices (e.g. SOPs) throughout the entire enterprise. This product focuses on planning processes, specifically with the upkeep of key strategy or planning documents.

SIREN

SIREN (Secure Integrated Response and Electronic Notification Infrastructure) is a custom-built program using a combination of Microsoft Office SharePoint and the Microsoft .NET Framework. This product was developed specifically for the Arizona Department of Health Services. SIREN was created to optimize the electronic secure distribution of information of state, tribal, and local officials especially during times of a crisis.

Product Comparison				
	MS SharePoint	SmartDoc	SIREN	Odysseus™
Allows Attachments/Links	■	■	■	■
Promotes Collaboration	■	■	■	■
Valuable Planning Tool		■		■
Valuable Response Tool			■	■
Emergency Management / Public Health Specific Product			■	■
CEMP Integration				■
Facilitates Education, Training, and Exercising				■



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Attachment
CDPH Statement of Uniqueness – ISC (CEMP)

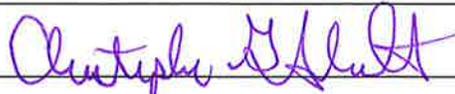
In 2007, The Chicago Department of Public Health identified a need to enhance operational capabilities of the department during incidents and disasters. An electronic system was needed to provide for proactive, detailed and performance based planning doctrine, and to provide a comprehensive emergency planning framework to leverage and ensure compliance with a growing number of federal programs, grants requirements and compliance mandates. Integrated Solutions Consulting (ISC) provided the only known Comprehensive Emergency Management Plan (CEMP), operating on the Integrated Electronic Planning Platform (IEPP) that is now referred to as the Comprehensive Emergency Management Platform (CEMP). CDPH entered into a Sole Source contract with Integrated Solutions Consulting to initiate the Comprehensive Emergency Management Program (CEMP) program ensuring that all plans, procedures and policies are consistent and integrated across the multiple federal compliance requirements, and the multiple federal preparedness programs from which CDPH receives funding. This program allowed for a standard mechanism for plan development, testing, evaluation, review and modifications based on lessons learned, corrective action and improvement plans developed from the numerous drills, exercises and live events in which CDPH is an active participant.

The Chicago Department of Public Health contracted with Integrated Solutions Consulting in 2007 to provide an electronic system that facilitated the integration of comprehensive and department specific emergency planning doctrine. Added enhancements further expanded the system to allow for plan sharing across multiple jurisdictions and coordinate the completion of CDC Federal audits; local technical assessment reviews (LTAR), for the past 9 years.

As a result of this identified need by Chicago and subsequently by the Illinois Department of Public Health (IDPH), the CEMP platform was released to all local health departments in the state of Illinois; to maintain standardized planning doctrine, enhance plan sharing across jurisdictional boundaries, and to provide a standardized platform for completing Federal program audits by the Centers of Disease and Control (CDC). This platform is now mandated as a requirement in all local health departments within Illinois receiving Public Health Emergency Preparedness (PHEP) grant dollars

Integrated Solutions Consulting (ISC) has prepared the nation's only known Comprehensive Emergency Management Plan (CEMP) platform. We have been unable to identify any other similar program or similar services provided by other organizations. ISC has a patent pending for their IEPP™, a program that provides jurisdictions with an emergency management planning system in a consistent and operational format. ISC's staff is knowledgeable and experienced in big city planning, as well operational response to some of the nation's largest disasters.

Name of Preparer: CHRISTOPHER G. SIMONS

Signature of Preparer: 

Date: 1/25/2017



January 19, 2017

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
121 North LaSalle Street, Room 806
Chicago, IL 60602

Re: Chicago Department of Public Health (CDPH) Comprehensive Emergency Management Program (CEMP)
Contract Terms and Conditions

Dear Ms. Rhee,

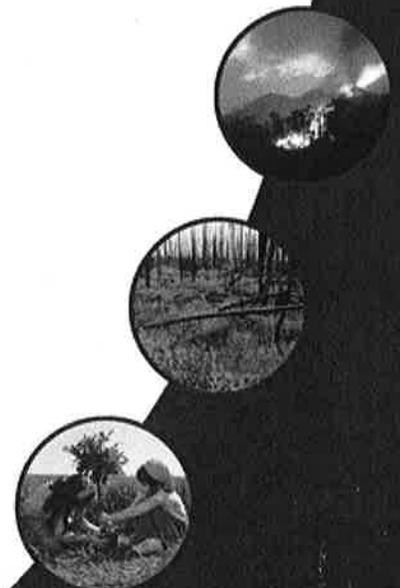
As the individual authorized to contractually obligate and negotiate for Integrated Solutions Consulting, Inc (ISC), this letter is to confirm that ISC does agree to the City of Chicago Terms and Conditions as consistent with contract (PO) number 27860, specification number 109799 between ISC and the City of Chicago dated May 10, 2013.

We appreciate the opportunity to continue our partnership with CDPH and the City towards preparing for emergencies and catastrophic events and building a safer and more resilient community.

Sincerely,

A handwritten signature in cursive script that reads "John Rogan".

John Rogan
Partner
Integrated Solutions Consulting, Inc.
3900 N Fremont St, Unit I
Chicago, IL 60613
Office: 773-383-7221
Fax: 877.684.0557
Email: John.Rogan@i-s-consulting.com





CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 106171

Date of This Filing:03/23/2017 12:09 PM

Certificate Printed on: 03/23/2017

Original Filing Date:03/23/2017 12:09 PM

Disclosing Party: Integrated Solutions
Consulting

Title:Partner

Filed by: John Rogan

Matter: Preparedness and Planning Knowledge
Management System (KMS) design and
development

Applicant: Integrated Solutions Consulting

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 1800 River Drive Moline, IL 61265 309 764-9666	CONTACT NAME: Chris Chase
	PHONE (A/C, No, Ext): 513-852-6358 FAX (A/C, No): 610-362-8468 E-MAIL ADDRESS: chris.chase@usi.com
INSURED Integrated Solutions Consulting Corp PO Box 304 Mt. Prospect, IL 60070	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Hartford Casualty Insurance Com 29424
	INSURER B: Pacific Insurance Company Ltd 10046
	INSURER C: Catlin Specialty Insurance Comp 15989
	INSURER D:
	INSURER E:
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	83SBAVX3986	05/01/2016	05/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>	X	X	83SBAVX3986	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			83SBAVX3986	05/01/2016	05/01/2017	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	83WECTD8533	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Errors & Omission	X	X	MPP903309700	01/15/2017	01/15/2018	2,000,000 each claim 2,000,000 aggregate 15,00 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured, Primary and Non-contributory and Blanket Waiver of Subrogation included in General Liability shown above if required by written contract prior to loss

CERTIFICATE HOLDER City of Chicago Department of Public Health 333 S. State St., 2nd Floor Chicago, IL 60604	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

1. DATE ISSUED MM/DD/YYYY 06/23/2016
 2. CFDA NO. 93.074
 3. ASSISTANCE TYPE Cooperative Agreement

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

CDC Office of Financial Resources

2920 Brandywine Road
 Atlanta, GA 30341

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
 SEC391(A)317(K)OPPHS42U.S.C.SEC241A 247B

1a. SUPERSEDES AWARD NOTICE dated
 except that any additions or restrictions previously imposed remain
 in effect unless specifically rescinded

4. GRANT NO. 5 NU90TP000507-05-00
 Formerly 5U90TP000507-04
 5. ACTION TYPE Non-Competing Continuation

6. PROJECT PERIOD MM/DD/YYYY
 From 07/01/2012 Through 06/30/2017

7. BUDGET PERIOD MM/DD/YYYY
 From 07/01/2016 Through 06/30/2017

8. TITLE OF PROJECT (OR PROGRAM)
 TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

9a. GRANTEE NAME AND ADDRESS
 CITY OF CHICAGO DEPARTMENT OF PUBLIC HEALTH
 333 S State St Ste 200
 CITY OF CHICAGO DEPARTMENT OF PUBLIC HEALTH
 Chicago, IL 60604-3946

9b. GRANTEE PROJECT DIRECTOR
 Mr. Christopher Shields
 333 S State St Ste 200
 CITY OF CHICAGO DEPARTMENT OF PUBLIC HEALTH
 Chicago, IL 60604-3946
 Phone: 312-747-9783

10a. GRANTEE AUTHORIZING OFFICIAL
 Dr. Julie Morita M.D.
 333 S STATE ST RM 200
 CHICAGO, IL 60604-3946
 Phone: 312-747-9826

10b. FEDERAL PROJECT OFFICER
 Wilma Jackson
 1600 Clifton Rd
 Atlanta, GA 30333
 Phone: (404) 639-0618

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only
 II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	4,152,622.00
b. Fringe Benefits	1,595,671.00
c. Total Personnel Costs	5,748,293.00
d. Equipment	0.00
e. Supplies	715,850.00
f. Travel	28,441.00
g. Construction	0.00
h. Other	658,049.00
i. Contractual	4,693,321.00
j. TOTAL DIRECT COSTS	11,843,954.00
k. INDIRECT COSTS	1,370,346.00
l. TOTAL APPROVED BUDGET	13,214,300.00
m. Federal Share	13,214,300.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	13,214,300.00
b. Less Unobligated Balance From Prior Budget Periods	1,188,498.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	12,025,802.00
13. Total Federal Funds Awarded to Date for Project Period	65,006,611.00

14. RECOMMENDED FUTURE SUPPORT
 (Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 6		d. 9	
b. 7		e. 10	
c. 8		f. 11	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
 a. DEDUCTION
 b. ADDITIONAL COSTS
 c. MATCHING
 d. OTHER RESEARCH (Add / Deduct Option)
 OTHER (See REMARKS)

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
 b. The grant program regulations.
 c. This award notice including terms and conditions, if any, noted below under REMARKS.
 d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.
 In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL: Shicann Phillips

17. OBJ CLASS	18a. VENDOR CODE	18b. EIN	19. DUNS	20. CONG. DIST.
41.51	1366005820B8	366005820	956049399	07
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 6-921027R	b. 000507TP16	c. TP	d. \$1,484,901.00	e. 75-16-0956
22. a. 6-9213367	b. 000507TP16	c. TP	d. \$7,777,536.00	e. 75-16-0956
23. a. 6-9392VNM	b. 000507TP16	c. TP	d. \$2,763,365.00	e. 75-16-0140

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 22	DATE ISSUED 06/23/2016
GRANT NO. 5 NU90TP000507-05-00	

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 22	DATE ISSUED 06/23/2016
GRANT NO. 5 NU90TP000507-05-00	

AWARD CONDITIONS

1. Applicable Regulations: 45 Code of Federal Regulations (CFR) Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards.

AWARD INFORMATION

The Public Health Preparedness Program cooperative agreements are authorized by section 319C-1, and the Hospital Preparedness Program cooperative agreements are authorized by section 319C-2 of the Public Health Service (PHS) Act as amended.

Although aligned under the dual agency established CFDA number 93.074 the two programs remain distinct and separate programs and are funded through two different appropriations.

Dual agency established CFDA number 93.074

All audits, etc. should list these two CFDA number: 93.074

93.889 – National Bioterrorism Hospital Preparedness Program

93.069 – Public Health Emergency Preparedness

Incorporation: The Centers for Disease Control and Prevention (CDC) hereby incorporates Funding Opportunity Announcement number TP12-1201, entitled Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement, and application dated April 5, 2016, as may be amended, which are hereby made a part of this Non-Research award hereinafter referred to as the Notice of Award (NoA). The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in their NoA, including grants policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout this notice and includes cooperative agreements.

In the event that any requirement in this Notice of Award, the Funding Opportunity Announcement, the HHS GPS, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

Available Funding: This NoA provides funding in the amount of \$12,025,802 in Financial Assistance (FA) for Year 05 budget period, which is July 1, 2016 through June 30, 2017.

Note: Refer to the Payment Information section for draw down and Payment Management System (PMS) subaccount information.

TYPE OF FUNDS	HPP	PHEP	TOTAL FUNDING
FY 2016 Appropriations	\$2,763,365	\$9,262,437	\$12,025,802

APPROVED FUNDING HPP: Funds in the amount of \$2,763,365 is approved for the Year 05 budget period which is July 1, 2016 through June 30, 2017.

NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. 5 NU90TP000507-05-00	

APPROVED FUNDING PHEP: Funds in the amount of \$12,025,802 is approved for the Year 05 budget period which is July 1, 2016 through June 30, 2017 for the following program components:

Base \$7,777,536 and Cities Readiness Initiative (CRI) \$1,484,901.

(1): Cities Readiness Initiative (CRI): This award includes \$1,484,901 to support Medical Countermeasure Dispensing and the Medical Material Management and Distribution (MCMDD) capabilities. These funds are provided for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events, which includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. For State awardees, 75% of their allocated CRI funds must be provided to CRI jurisdictions in support of all-hazards MCMDD planning and preparedness. CRI jurisdictions are defined to include independent planning jurisdictions (as defined by the state and locality) that include those counties and municipalities within the defined metropolitan statistical area (MSA) or the New England County Metropolitan Areas (NECMAs).

Award Funding: Not funded by the Prevention and Public Health Fund

EXPANDED AUTHORITY: In accordance with 45 CFR Part 75.308 (d), the grantee is given expanded authority to carryover unobligated balances to the successive budget period without receiving prior approval from the Office of Grants Services. The following restrictions apply with this authority:

- The expanded authority can only be used to carryover unobligated balances from one budget period to the next successive budget period. Any unobligated funds not expended in the successive budget period must be de-obligated and returned to Treasury as required.
- No Cost Extensions will not be allowed.
- The recipient must report the amount carried over on the Federal Financial Report for the period in which the funds remained unobligated.
- This authority does not diminish or relinquish CDC and ASPR administrative oversight of the HPP/PHEP program. The CDC and ASPR program offices will continue to provide oversight and guidance to the award recipients to ensure they are in compliance with statutes, regulations, and internal guidelines.
- The roles and responsibilities of the CDC and ASPR Program/Project Officers will remain the same as indicated in the Terms and Conditions of the Award.
- The roles and responsibilities of the CDC, Office of Grants Services, Grants Management Specialist, will remain the same as indicated in the Terms and Conditions of the Award.
- All other terms and conditions remain in effect throughout the budget period unless otherwise changed in writing, by the Grants Management Officer.
- Your organization is responsible for ensuring that all costs allocated and obligated are allowable, reasonable, and allocable and in line with the goals and objectives outlined in the base FOA TP12-1201 and approved work plans.

NOTE: All Budget Period 04 unobligated funds must be expended by June 30, 2017. These funds are approved under Expanded Authority. Please be advised that the grantee must exercise proper stewardship over Federal Funds by ensuring that all costs charged to their cooperative agreement are allowable, allocable, and reasonable.

Direct Assistance (DA): Not applicable.

Technical Review Statement Response Requirement: The review comments on the strengths and weaknesses of the proposal are provided as part of this award. A response to the weaknesses in these

NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. 5 NU90TP000507-05-00	

statements must be submitted to and approved, in writing, by the Grants Management Specialist/Grants Management Officer (GMS/GMO) noted in the Staff Contacts section of this NoA, no later than 30 days from the budget period start date. Failure to submit the required information by the due date, **August 1, 2016**, will cause delay in programmatic progress and will adversely affect the future funding of this project.

Budget Revision Requirement: By **August 1, 2016** the grantee must submit a revised budget with a narrative justification and work plan. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the Staff Contacts section of this notice before the due date. (If applicable)

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the **Addition alternative**.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Cost sharing or matching alternative: Under this alternative, program income is used to finance some or the entire non-Federal share of the project/program.

The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Funding Opportunity Announcement (FOA) Restrictions are as follows:

Recipients cannot use funds for fund raising activities or lobbying.

Recipients cannot use funds for research.

Recipients cannot use funds for major construction or major renovations.

Recipients cannot use funds for clinical care.

Recipients cannot use funds to acquire real property such as land, land improvements, structures, and appurtenances thereto. In addition, activities under individual grants that constitute major renovation of real property or purchase of a trailer or modular unit that will be used as real property may be charged to HHS grants only with specific statutory authority and GMO approval.

Recipients cannot use funds for reimbursement of pre-award costs.

Recipients may supplement but not supplant existing state or federal funds for activities described in the budget.

The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.

Payment or reimbursement of backfilling cost for staff, including healthcare personnel for exercises,

NOTICE OF AWARD (Continuation Sheet)

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GRANT NO. 5 NU90TP000507-05-00	

is not allowed.

HPP awardees cannot use funds to support stand-alone, single-facility exercises.

PHEP awardees cannot use funds to purchase vehicles to be used as means of transportation for carrying people or goods, such as passenger cars or trucks and electrical or gas-driven motorized carts.

Indirect Costs:

Indirect costs are approved based on the Indirect Cost Rate Agreement dated October 24, 2014, which calculates indirect costs as follows: a Provisional rate is approved at 8.96% of the BASE: which includes, direct salaries and wages including vacation, holiday, sick pay and other paid absences but excluding all other fringe benefits. The effective dates of this indirect cost rate are from July 1, 2016 until amended.

Type	Effective Date From	Effective Date To	Rate (%)	Location(s) Applicable To
Fixed	July 1, 2014	June 30, 2016	8.96%	All Programs, Except Hospitals
Provisional	July 1, 2016	Until Amended	8.96%	All Programs

MATCHING:

The match requirement does not apply to the political subdivisions of New York City, Los Angeles County, or Chicago. In line with 48 U.S.C. 1469a(d), any required matching (including in-kind contributions) of less than 200,000 is waived with respect to cooperative agreements to the governments of American Samoa, Guam, the Virgin Islands, Federated States of Micronesia, Republic of Marshall Islands or the Northern Mariana Islands (other than those consolidated under other provisions of 48 U.S.C 1469). For instance, if 10% (the match requirement) of the award is less than \$200,000, then the entire match requirement is waived. If 10% of the award is greater than 200,000, then the first 200,000 is waived, and the rest must be paid as match.

Matching Requirements for HPP – 10% Federal Register Notice of May 16, 2008 (Vol. 73, No 96) requires cost sharing (non-federal share) of not less than 10% of federal funds awarded (\$1.00 for every \$10 of Federal Funds provided in the award). Match/cost sharing, the non-federal share can be provided directly by the state, in cash, or third party in-kind contributions. Match/cost sharing must be reported on the SF-425 (Federal Financial Report), if applicable.

Matching Funds Requirement for PHEP – 10%. Statutory formula for PHEP in Section 319C-1 of the Public Health Service (PHS) Act, as amended. For the year 05 budget period, matching funds are from non-Federal sources in an amount not less than 10% of such costs (\$1 for every \$10 of Federal funds provided in the award). Match can be provided directly by the state, in cash, or third party in-kind contributions. Match must be reported on the SF-425 (Federal Financial Report), if applicable.

Maintenance of Effort (MOE) - Requirement: MOE represents an applicant/grantee historical level of contributions related of Federal programmatic activities which have been made prior to the receipt of Federal Funds expenditures (money spent). MOE is used as an indicator of non-federal support for public health security before the infusion of Federal funds. These expenditures are calculated by the grantee without reference to any Federal funding that also may have contributed to such programmatic activities in the past. Awardees must stipulate the total dollar amount in their grant

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applications. Grantees must be able to account for MOE separately from accounting for Federal funds and separately from accounting for any matching funds requirement; this accounting is subject to ongoing monitoring, oversight, and audit. MOE may not include any Sub awardee matching funds requirements.

Cost Limitations as Stated in the Consolidated and Further Continuing Appropriations Act, 2015

A. Cap on Salaries (Div. G, Title II, Sec. 203): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. G, Title II, Sec. 217): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. G, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at [Grants Additional Requirements](#) and Anti Lobbying Restrictions for CDC Grantees at [Anti-Lobbying Restrictions for CDC Grantees July 2012](#)

D. Needle Exchange (Div. G, Title V, Sec. 521): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

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E. Blocking access to pornography (Div. G, Title V, Sec. 526): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Rent or Space Costs: Grantees are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply, including 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards. The grantee also has a responsibility to ensure sub-recipients expend funds in compliance with applicable federal laws and regulations. Furthermore, it is the responsibility of the grantee to ensure rent is a legitimate direct cost line item, which the grantee has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the grantee must provide a narrative justification, which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist (GMS) identified in the CDC Contacts for this award.

This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by (HHS OPDIV) prior to the end of its term.

Trafficking In Persons: This award is subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following, On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose. An example is provided below:

Fiscal Year (FY) 2016 funds will expire September 30, 2016. All FY 2016 funds should be drawn down and reported to Payment Management Services (PMS) prior to September 30, 2017. After this date, corrections or cash requests will not be permitted.

REPORTING REQUIREMENTS

The FINAL and other programmatic reports required by the terms and conditions of the NoA are the following.

Final Performance Report: An original and two copies are required. At a minimum, the report should include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted to your grants management specialist (GMS) no later than 90 days after the end of budget period. The FFR for this budget period is due by **September 30, 2017**. Reporting timeframe is **July 1, 2016 through June 30, 2017**. **The above requirement is to submit hardcopy FFR's via email using the link provided is only for the Grant Solutions GMM recipients.**

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The FFR may be downloaded from the following website below and submitted to the GMS via email.
[Grants Approved Forms](#)

The FFR should only include those funds authorized and disbursed during the timeframe covered by the report. The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. There must be no discrepancies between the final FFR expenditure data and the Payment Management System's (PMS) cash transaction data. All Federal reporting in PMS is unchanged

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the grantee is required to contact the Grants Officer listed in the contacts section of this notice before the due date

Grantees must submit closeout reports in a timely manner. Unless the Grants Management Specialist/Grants Management Officer (GMS/GMO) approves a deadline extension the grantee must submit

Equipment Inventory Report: An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. The grantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award referenced in the cover letter. CDC will notify the grantee if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

Final Invention Statement: An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting [grants_hhs568](#). If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

Audit Requirement:

An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System

[Electronic Submission](#)

AND

Procurement & Grants Office, Risk Management & Compliance Activity

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Electronic Copy to: OFR.Audit.Resolution@cdc.gov

An organization that expends \$300,000 or more in a fiscal year on its Federal awards must have a single or program-specific audit conducted for that year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development's Office of Inspector General. The audit must be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Electronic Copy to:

OFR.Audit.Resolution@cdc.gov (CDC Procurement & Grants Office, Risk Management & Compliance Activity)

After receipt of the audit report, CDC will resolve findings by issuing Final Determination Letters.

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies:

The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Note: The standards set forth in 45 CFR Part 75 Subpart F will apply to audits of fiscal years beginning on or after December 26, 2014.

Federal Funding Accountability and Transparency Act (FFATA):

In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: fsrs.gov

FFATA: fsrs.gov

Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that

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does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to fsrs.gov. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at fsrs.gov specify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received—
 - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [U.S. Securities and Exchange Commission](http://www.sec.gov)).

Report executive total compensation as part of your registration profile at <http://www.sam.gov>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
 - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at [U.S. Security and Exchange Commission total compensation filings Answers](http://www.sec.gov)).

You must report sub-recipient executive total compensation to the grantee by the end of the month

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following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
 - Governmental organization, which is a State, local government, or Indian tribe;
 - Foreign public entity;
 - Domestic or foreign non-profit organization;
 - Domestic or foreign for-profit organization;
 - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
 - Salary and bonus
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax-qualified.
 - Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the NoA. To prevent disallowance of cost, the grantee is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures. Grantees approved policies must meet the requirements of 45 CFR Part 75, as applicable.

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Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies and guidance, which can be found at [HHS Policies and Guidance](#). In addition, costs must be proposed in accordance with grantee approved policies and a determination of reasonableness has been performed by the grantees. Grantee approved policies must meet the requirements of 45 CFR Part 75, as applicable.
<http://www.hhs.gov/grants/contracts/contract-policies-regulations/efficient-spending?#>

Prior Approval: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization or as well as the principal investigator or program or project director named on this NoA. The grantee must submit these requests by **March 2, 2017** or no later than 120 days prior to this budget period's end date. Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval.

- Lift funding restriction, withholding, or disallowance
- Redirection of funds
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Change in key personnel
- Conferences or meetings that were not specified in the approved budget
- **OVERTIME/COMPENSATORY TIME:** Must be submitted to your GMS prior to applying the proposed cost. Requests should clearly state the following:
 - Name of Staff
 - Percentage of effort on current award
 - Number of hours worked
 - What activities are being accomplished during overtime hours

Templates for prior approval requests can be found at: [Prior Approval Requests](#)

Key Personnel: In accordance with 45 CFR Part 75.308, CDC grantees must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the FOA, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, NU90TP000527, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

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- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003). Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of either the CDC Project Officer or the CDC Grants Management Officer.

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It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received from the Project Officer and/or the Grants Management Officer.

Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-Made. CDC defines equipment as tangible non-expendable personal property (excluding exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), **Title III of the E-Government Act of 2002, and PL 107-347.**

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: [Security Management Act \(FISMA\)](#)

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "sub grant," or "sub grantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower protections.

3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712

(b) This section does not apply to-

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(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section -

“Abuse of authority” means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

“Inspector General” means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

(2) An Inspector General.

(3) The Government Accountability Office.

(4) A Federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.

(6) A court or grand jury.

(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

PAYMENT INFORMATION

Automatic Drawdown (Direct/Advance Payments): Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). PMS will forward instructions for obtaining payments.

PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:

Director, Payment Management Services

P.O. Box 6021

Rockville, MD 20852

Phone Number: (877) 614-5533

Email: PMSSupport@psc.gov

Website: [Department of Health and Human Services \(HHS\) Payment Management System \(PMS\).](#)

Note: To obtain the contact information of PMS staff within respective Payment Branches refer to the links listed below:

- University and Non-Profit Payment Branch:

[University and Non-Profit Payment Branch:](#)

- Governmental and Tribal Payment Branch:

[Government and Tribal Payment Branch](#)

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- Cross Servicing Payment Branch:

Cross Service Payment Branch

- International Payment Branch:

Bhavin Patel (301) 492-4918

Email: Bhavin.patel@psc.hhs.gov

If a carrier other than the U.S. Postal Service is used, such as United Parcel Service, Federal Express, or other commercial service, the correspondence should be addressed as follows:

U.S. Department of Health and Human Services

Division of Payment Management

7700 Wisconsin Avenue, Suite 920

Bethesda, MD 20814

To expedite your first payment from this award, attach a copy of the Notice of Grant/Cooperative Agreement to your payment request form.

Payment Management System Subaccount: Effective October 1, 2013, a new HHS policy on subaccounts requires the CDC setup payment subaccounts within the Payment Management System (PMS) for all grant awards. Funds awarded in support of approved activities have been obligated in a newly established subaccount in the PMS, herein identified as the " P Account". A P Account is a subaccount created specifically for the purpose of tracking designated types of funding in the PMS.

All award funds must be tracked and reported separately. Funds must be used in support of approved activities in the FOA and the approved application.

The grant document number and subaccount title (below) must be known in order to draw down funds from this P Account.

This award contains funding from multiple components. The grant document number and a component's applicable subaccount title (listed below) must be known in order to draw down funds from this P Account.

Grant Document Number: 000527TP16

<u>Component:</u> PHEP
<u>Subaccount Title:</u> TP121201HPPHEPBASE16

<u>Component:</u> HPP
<u>Subaccount Title:</u> TP121201HPPHEPOTHR16

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Component: HPP

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from the grant Payment Management Services, the grantee acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of this award notice.

Certification Statement: By drawing down funds, the grantee certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer Federal awards and funds drawn down. Recipients must comply with all terms and conditions outlined in their NoA, including grant policy terms and conditions contained in applicable

HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Grantees must submit closeout reports in a timely manner. Unless the Grants Management Specialist/Grants Management Officer (GMS/GMO) approves a deadline extension the grantee must submit all closeout reports within 90 days after the last day of the final budget period. Reporting timeframe is 07/01/2012 through 06/30/2017. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

All manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the progress reports.

An original plus two copies of the reports must be mailed to the GMS for approval by the GMO by the due date noted. Ensure the Award and Program Announcement numbers shown above are on the reports.

The final and other programmatic reports required by the terms and conditions of the NoA are the following.

Final Performance Report: An original and two copies are required. At a minimum, the report should include the following:

- Statement of progress made toward the achievement of originally stated aims.
- Description of results (positive or negative) considered significant.
- List of publications resulting from the project, with plans, if any, for further publication.

If the final reports (FFR and Final Progress Report) cannot be submitted within 90 days after the end of the project period, in accordance with 45 CFR Part 75.381 (Closeout), the grantee must submit a letter requesting an extension that includes the justification for the delay and state the expected date the CDC Procurement and Grants Office will receive the reports. All required documents must be mailed to the business contact identified in Staff Contacts.

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Equipment Inventory Report: An original and two copies of a complete inventory must be submitted for all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. The inventory list must include the description of the item, manufacturer serial and/or identification number, acquisition date and cost, percentage of Federal funds used in the acquisition of the item. The grantee should also identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. These requirements do apply to equipment purchased with non-federal funds for this program. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award referenced in the cover letter. CDC will notify the grantee if transfer to title will be required and provide disposition instruction on all major equipment. Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the Federal Government may be retained, sold, or otherwise disposed of, with no further obligation to the Federal Government. If no equipment was acquired under this award, a negative report is required.

Final Invention Statement: An original and two copies of a Final Invention Statement are required. Electronic versions of the form can be downloaded by visiting [grants_hhs568](#). If no inventions were conceived under this assistance award, a negative report is required. This statement may be included in a cover letter.

CDC ROLES AND RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program/Project Officers (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. The GMS/GMO is responsible for the business management and administrative functions. The PO is responsible for the programmatic, scientific, and/or technical aspects. The purpose of this factsheet is to distinguish between the roles and responsibilities of the GMO/GMS and the PO to provide a description of their respective duties.

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e.; grant or cooperative agreement
- Determining if an application meets the requirements of the FOA
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy
- Ensuring grantee compliance with applicable laws, regulations, and policies
- Negotiating awards, including budgets
- Responding to grantee inquiries regarding the business and administrative aspects of an award
- Providing grantees with guidance on the closeout process and administering the closeout of grants
- Receiving and processing reports and prior approval requests such as changes in funding, carryover, budget redirection, or changes to the terms and conditions of an award
- Maintaining the official grant file and program book

The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

GMO Contact: See Staff Contacts below for the assigned GMO

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Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described above are performed by the GMS on behalf of the GMO.

GMS Contact: See Staff Contacts below for the assigned GMS

Program/Project Officer: The PO is the federal official responsible for the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and FOAs to meet the CDC's mission
- Providing technical assistance to applicants in developing their applications e.g. explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources
- Providing technical assistance to grantees in the performance of their project
- Post-award monitoring of grantee performance such as review of progress reports, review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS

PROGRAMMATIC CONTACTS:

Hospital Preparedness Program

Project Officer: Patricia Pettis

ASPR

Hospital Preparedness Program

395 E. Street, SW, 10th Floor

Washington, DC 20201

Email: patricia.pettis@hhs.gov **Telephone:** 617-549-2623

Public Health Emergency Preparedness

Public Health Specialist: Anita Pullani

Centers for Disease Control and Prevention

1600 Clifton Road, NE, MS.D-29

Atlanta, GA 30329

Email: who5@cdc.gov **Phone:** 404-639-7312 **Fax:** 404-639-2847

STAFF CONTACTS:

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Grants Management Specialist: Nicole Comick Bates

Center for Disease Control and Prevention

2960 Brandywine Road, MS.E-01

Atlanta, GA 30341

Email: ktv6@cdc.gov **Phone:** 770-488-2967 **Fax:** 770-488-8350

Grants Management Officer: Shicann Phillips

Center for Disease Control and Prevention

2960 Brandywine Road, MS.E-01

Atlanta, GA 30341

Email: ibq7@cdc.gov **Phone:** 770-488-2809

AWARD ATTACHMENTS

CITY OF CHICAGO DEPARTMENT OF PUBLIC
HEALTH

5 NU90TP000507-05-00

1. HPP Work Plan Conditions
2. PHEP Budget Conditions
3. PHEP Work Plan Conditions

BP5 Work Plan Conditions of Award (WCOA) for Chicago**Budget Period: 07/01/2016 to 06/30/2017****Date Application Submitted: 04/05/2016**

Privileged Communication

Grant Number: 000507

Program Announcement #: CDC-RFA-TP12-1201

Work Plan Conditions of Award (WCOA)**Review Notes Related to HPP - Budget****ID#:34719 - Recommendation****Section: BP5 Budget****Published: Yes**

Review Note: The awardee has positions that have remained vacant for multiple budget periods. There are 2 noted in this application (Senior Emergency Manager and Project Manager Positions). Please provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.

Liz Weber commented on 4-11-16: "CDPH plans to fill Project Manager position within 90 days of award (September 1, 2016). The hiring plan for the City Of Chicago has this position slated for Quarter 2, and it should be hired by no later than September of 2016.

Recommendation: N/A**Review Notes Related to HPP - Capabilities Plan****ID#:34808 - Comment****Section: Healthcare System Preparedness****Published: Yes**

Review Note: The awardee has requested assistance with greater collaboration with IDPH. This is an ongoing technical assistance item that was carried over from the previous budget period.

Recommendation: N/A**Review Notes Related to HPP - Program Requirements****ID#:34749 - Improvement Area****Section: Administrative Preparedness****Published: Yes**

Review Note: It was not clear if there is currently an administrative preparedness plan. It is recommended that the awardee consider developing an admin plan in BP 5.

Liz Weber noted on 4-11-16: "Administrative Preparedness Plan: this has been assigned to Andre Williams and is also referenced in the PHEP BP5 Work plan. Since both the PHEP and HPP programs are connected Administratively this plan will support both programs."

Recommendation: The FPO will follow up with the awardee and track progress on this work item.

BP5 Budget Conditions of Award (BCOA) Report for Chicago

Budget Period: 07/01/2016 to 06/30/2017

Date Application Submitted: 04/05/2016

Privileged Communication

Grant Number: 000507

Program Announcement #: CDC-RFA-TP12-1201

Budget Exception for PHEP-Base Funding Source

Type	Category	Description	Requested \$	Approved \$
Disapproved	Other	Placeholder for BP5 Funding Cut	\$365,937	\$0
Work Plan Association: PHEP Capabilities Plan: Program Administration,				
Exception Text: Other: The disapproved dollar amount found on the Budget Conditions of Award (BCOA) represents the difference in the BP5 Budget PHEP Reduction. The following amount is not to be awarded: \$365,937 dollars from Base-Other.				
Restricted	Personnel	OVERTIME (Personnel: \$22,840/ Fringe: \$0)	\$31,636	\$0
Work Plan Association: PHEP Capabilities Plan: Program Administration,				
Exception Text: Other: Overtime and compensatory time must be submitted to your GMS prior to applying the proposed cost. Requests should clearly state the following: Name of staff, percentage of effort on current award, current salary, number of hours/percent of effort, estimated total cost, assigned duties during overtime; justification for work performed outside of normal working hours.				
Restricted	Personnel	***Projects Administrator/Executive Administrator (Personnel: \$101,700/ Fringe: \$0)	\$140,865	\$0
Work Plan Association: PHEP Capabilities Plan: Program Administration,				
Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.				
Restricted	Personnel	***Senior Emergency Management Coordinator (Personnel: \$70,512/ Fringe: \$0)	\$97,666	\$0
Work Plan Association:				
Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.				
Restricted	Personnel	***Epidemiologist IV (Personnel: \$85,596/ Fringe: \$0)	\$118,559	\$0
Work Plan Association:				

BP5 Budget Exception Report for Chicago
Budget Period: 07/01/2016 to 06/30/2017

Budget Exception for PHEP-Base Funding Source

Type	Category	Description	Requested \$	Approved \$
		Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.		
Restricted	Personnel	***Senior Emergency Management Coordinator (Personnel: \$35,256/ Fringe: \$0)	\$48,833	\$0
		Work Plan Association:		
		Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.		
Restricted	Personnel	***Projects Administrator (Personnel: \$78,301/ Fringe: \$0)	\$108,455	\$0
		Work Plan Association:		
		Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.		
Restricted	Personnel	***Public Relations Representative III (Personnel: \$58,572/ Fringe: \$0)	\$81,128	\$0
		Work Plan Association:		
		Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.		
Restricted	Personnel	***Senior Emergency Management Coordinator (Personnel: \$70,512/ Fringe: \$0)	\$97,666	\$0
		Work Plan Association:		

BP5 Budget Exception Report for Chicago
Budget Period: 07/01/2016 to 06/30/2017

Budget Exception for PHEP-Base Funding Source

Type	Category	Description	Requested \$	Approved \$
		Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.		
Restricted	Personnel	***Coordinator of Maintenance and Repairs (Personnel: \$49,668/ Fringe: \$0)	\$68,795	\$0
		Work Plan Association:		
		Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.		
Restricted	Supplies	Furniture	\$5,579	\$0
		Work Plan Association: PHEP Capabilities Plan: Program Administration,		
		Exception Text: Other: Furniture for new personnel has been requested for multiple budget periods (i.e., BP1, BP2, BP3, BP4 and now BP5). The awardee needs to provide a timeline in which the new personnel will be hired and the furniture purchased within 30 days of the NOA. This is the last budget period for this award, for positions that will not be filled and items associated with those positions (e.g. furniture, equipment, supplies, etc.) that will not be purchased within 90 days of the award, the Project Officer recommends reducing the amount for the items and redirecting those funds to other activities.		
Restricted	Other	New Cell Phones	\$6,289	\$0
		Work Plan Association: PHEP Capabilities Plan: Program Administration,		
		Exception Text: Other: New cell phones are requested for new personnel who have not hired. The awardee needs to provide a timeline in which the new personnel will be hired and the cell phones purchased within 30 days of the NOA. This is the last budget period for this award, for positions that will not be filled and items associated with those positions (e.g. furniture, equipment, supplies, phones, etc.) that will not be purchased within 90 days of the award, the Project Officer recommends reducing the amount for the items and redirecting those funds to other activities.		

BP5 Budget Exception Report for Chicago
Budget Period: 07/01/2016 to 06/30/2017

Budget Exception for PHEP-CRI Funding Source

Type	Category	Description	Requested \$	Approved \$
Disapproved	Other	Placeholder for BP5 Funding Cut	\$164,989	\$0
		Work Plan Association: PHEP Capabilities Plan: Program Administration,		
		Exception Text: Other: The disapproved dollar amount found on the Budget Conditions of Award (BCOA) represents the difference in the BP5 Budget PHEP Reduction. The following amount is not to be awarded: \$164,989 dollars from CRI-Other.		
Restricted	Personnel	***Senior Emergency Management Coordinator (Personnel: \$70,512/ Fringe: \$0)	\$97,666	\$0
		Work Plan Association:		
		Exception Text: Other: This position was vacated in BP4 or has remained vacant for multiple budget periods. The awardee needs to provide a timeline in which these positions will be filled OR a plan for filling vacant positions within 30 days of the Notice of Award OR a plan for filling vacant positions. This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.		
Restricted	Personnel	OVERTIME (Personnel: \$9,200/ Fringe: \$0)	\$12,743	\$0
		Work Plan Association: PHEP Capabilities Plan: Program Administration,		
		Exception Text: Other: Overtime and compensatory time must be submitted to your GMS prior to applying the proposed cost. Requests should clearly state the following: Name of staff, percentage of effort on current award, current salary, number of hours/percent of effort, estimated total cost, assigned duties during overtime; justification for work performed outside of normal working hours.		
Restricted	Supplies	Furniture	\$1,594	\$0
		Work Plan Association: PHEP Capabilities Plan: Program Administration,		
		Exception Text: Other: Furniture for new personnel has been requested for multiple budget periods (i.e., BP1, BP2, BP3, BP4 and now BP5). The awardee needs to provide a timeline in which the new personnel will be hired and the furniture purchased within 30 days of the NOA. This is the last budget period for this award, for positions that will not be filled and items associated with those positions (e.g. furniture, equipment, supplies, etc.) that will not be purchased within 90 days of the award, the Project Officer recommends reducing the amount for the items and redirecting those funds to other activities.		

BP5 Work Plan Conditions of Award (WCOA) for Chicago**Budget Period: 07/01/2016 to 06/30/2017****Date Application Submitted: 04/05/2016**

Privileged Communication

Grant Number: 000507

Program Announcement #: CDC-RFA-TP12-1201

Work Plan Conditions of Award (WCOA)**Review Notes Related to PHEP - Budget****ID#:35093 - Recommendation****Section: Overall****Published: Yes****Review Note:**

Personnel Vacancies: It is unclear how the vacancies in the awardee's budget impact the awardee's ability to accomplish activities in the work plan.

The awardee has positions that were vacant in BP4 or has remained vacant for multiple budget periods. These line items are missing required information (e.g., the name of the person filling this position, the percentage of FTE this position represents, etc.). The awardee needs to provide the name of these persons in each position and/or the percentage of FTE for said positions. Please provide this information to your Grants Management Specialist (GMS) with a cc to your Project Officer within 30 days of the Notice of Award.

This is the last budget period for this award, for positions that will not be filled within 90 days of the award, the Project Officer recommends reducing the salary for the position and redirecting those funds to other activities.

Recommendation: N/A**Review Notes Related to PHEP - Capabilities Plan****ID#:35494 - Recommendation****Section: Overall****Published: Yes****Review Note:**

It's recommended that CDPH continue to engage with IDPH to further the development, implementation and overall integration of joint capabilities and planned activities identified and agreed upon by the Technical Assistance Workgroup, the PHEP Directors, or the PO, including, but not limited to: Crisis Standards of Care (med surge); volunteer management, MCM distribution and dispensing (e.g., RSS locations in the City of Chicago and Cook County and IMATS drills and exercises).

CDPH should participate with IDPH in IMATS drills and/or exercises to be conducted in BP5 in order to test and validate the ability of all LHDs to send & receive electronic data set transmissions on quantities & types of MCM from IDPH, neighboring jurisdictions & regionally using IMATS. The drills/exercises should also test and validate IDPH's ability to send & receive electronic data set transmissions from CDPH & CDC. All activities centered around joint capability-building will be noted the awardee's BP5 TA Plan and monitored for progress.

The PO will continue to be an active member of the Technical Assistance workgroup and help to build the State of Illinois' public health and healthcare preparedness and response capability and capacity.

Recommendation: N/A**Review Notes Related to PHEP - Program Requirements****ID#:35101 - Recommendation****Section: Overall****Published: Yes****Review Note:**

CDPH does not have, own, or operate a public health lab. All needed lab services are fulfilled by the IDPH. Therefore, it is recommended that CDPH considers ways to provide support to IDPH for lab services which will enhance IDPH and CDPH lab capability in the region and strengthen coordination and collaboration with IDPH.

Recommendation: N/A

**STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH**

PHP Grant Agreement

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department", and, hereinafter referred to as the "Grantee", hereby agree as follows:

1. Authority:

- 1.1 The Department is authorized to make this grant with funds from CDC grant # 2U90TP516966-11 pursuant to authority granted by *Sec 391(A) 317(K) of PHS 42 U.S.C. Sec 241A 247B.*
- 1.2 The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the term of this grant. The Grantee represents and warrants that the grant application submitted by the Grantee is in all material aspects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain all permits, licenses or other governmental approvals that may be necessary to perform the grant services.

2. Services:

- 2.1 The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant agreement. The grant application submitted by Grantee related to this grant agreement and on file with the Department is hereby incorporated and made a part of this agreement.
 - 2.1.1 FIVE-YEAR PROJECT PERIOD STRATEGY - Local Health Department (LHD) Grantees are to plan, sustain, build, and document the ability to conduct public health preparedness based on the Centers for Disease Control and Prevention (CDC) Public Health Preparedness (PHP) Capabilities: National Standards for State and Local Planning (*here forward named PHP Capabilities National Standards*) over the five-year project period from 2011-2016.
 - 2.1.2 FIRST YEAR DELIVERABLES - This first year, Grantees will work on the capabilities covered by the "Current IDPH Priorities" (CEMP and Community Preparedness) below, and continue to sustain current public health preparedness and response capabilities (Homeland Security Exercise and Evaluation Program (HSEEP) Compliance, Volunteer Management, SNS Assessment, Emergency Operations Coordination Training, Exercises, Emergency Operations Activation and Coordination, Information Sharing, Medical Surge, and Non-Pharmaceutical Interventions) as described in "Ongoing PHP Capability Sustainment" below.
 - 2.1.3 STRATEGIC PLANNING and REPORTING - Grantees shall prioritize and determine the resource elements of the PHP Capabilities National Standards to address over the remaining four years of the five-year project period completing the "Strategic Planning and Reporting" described below. The Grantee will identify and use appropriate planning group(s), community sectors, and relevant partners to plan, implement, and assess local public health preparedness activities, i.e., participate in existing (e.g. Local Emergency Planning Committee (LEPC), ESF#8 Workgroup, IPLAN, healthcare coalitions, or new partnerships, representing all relevant sector partners (businesses, community leadership, cultural and

faith-based groups, education/childcare, emergency management, health care, hospitals, Emergency Medical Services (EMS) providers, sheltering groups (e.g. American Red Cross), media, behavioral health, social services, senior services). Grantees will analyze a "jurisdictional hazard vulnerability risk assessment" – either newly conducted or previously completed - but current; and conduct a "capability assessment" of the grantee's current emergency preparedness capabilities and gaps utilizing the PHP Capabilities National Standards. Grantees will also create a "Project Period Plan/Logic Model," "Annual Workplans," and provide "quarterly progress" reports.

STRATEGIC PLANNING AND REPORTING

- 2.1.4 **Hazard Vulnerability Jurisdictional Risk Assessment** – The Grantee will conduct, complete, and submit to the Department a jurisdictional hazard vulnerability risk assessment (HVA). The Grantee may utilize a current risk assessment that has already been completed. The jurisdictional risk assessment will assist the Grantee in prioritizing work on capabilities and will satisfy some of the requirements of the Community Preparedness Capability described below in Current IDPH Priorities; The HVA shall be submitted to the Department for review and approval **by July 2, 2012**.
- 2.1.5 **Capability Assessment** – The Grantee will conduct a self-assessment of the status of its Tier I and Tier II PHP Capabilities and resource elements, especially those necessary based on the hazards identified in the HVA. The Grantee should take into account its "Ongoing Capability Sustainment" and the "Current IDPH Priorities" (described below) as part of their assessment. The Grantee will identify and use appropriate planning group(s), community sectors, and relevant partners to plan, implement, and assess local public health preparedness activities as described above. The Grantee will utilize the Capabilities Plan Template provided by the Department to conduct the Capability Assessment. The Grantee will update this assessment as part of its final quarterly report as state below. The baseline Capability Assessment is due to the IDPH ERC for review and approval **by July 2, 2012**.
- 2.1.5.1 The nine Tier I PHP Capabilities are:
Capability 1 - Community Preparedness
Capability 3 - Emergency Operations Coordination
Capability 4 - Emergency Public Information and Warning
Capability 6 - Information Sharing
Capability 8 - Medical Countermeasure Dispensing
Capability 9 – Medical Materiel Management & Distribution
Capability 12 – Public Health Laboratory Testing (Not applicable to local health departments *)
Capability 13 - Public Health Surveillance & Epidemiologic Investigation
Capability 14 - Responder Safety & Health
- 2.1.5.2 The six Tier II PHP Capabilities are:
Capability 2 – Community Recovery
Capability 5 – Fatality Management
Capability 7 – Mass Care
Capability 15 – Volunteer Management
Capability 10 - Medical Surge
Capability 11 – Non-Pharmaceutical Interventions
- 2.1.6 **Project Period Plan (PPP) (Logic Model)** – Based on the Jurisdictional Risk Assessment and Capability Assessment, the Grantee will write a Project Period Plan to outline its proposed strategy to sustain or build PHP Capabilities with the appropriate resource elements it has selected to address over the remainder of the five-year project period. The Grantee will identify and use appropriate planning group(s), community sectors, and relevant partners to plan, implement, and assess local public health preparedness activities as described above. The Grantee will select the resource elements of

capabilities based on its capability assessment and Hazard Vulnerability Jurisdictional Risk Assessment. Grantees will first prioritize work on sustaining ongoing capabilities, then Tier I capabilities (first priority then recommended resource elements); then Tier II capabilities (first priority then recommended resource elements) as needed based on their risk assessment and capability assessment completed in year one. The Grantee may propose justification to not address resource elements of capabilities, subject to approval of the Department. The Department will provide a PPP template that may be used by the Grantee for: a) selecting capabilities and resource elements to address; and b) describe the resources, barriers, short and long-term goals, and objectives for addressing them. Annually, the Grantee may make changes to the PPP as the five-year project period progresses. The PPP shall be submitted to the IDPH ERC for review and approval **by July 2, 2012.**

- 2.1.7 **Annual Workplan** – The Grantee will provide to their IDPH Emergency Response Coordinator (ERC) for review and approval an annual narrative LHD PHP Capability and Resource Element Workplan (Workplan) **July 2, 2012.** Based on the strategies in the Grantee's PPP (above), the approved Workplan shall be used as "Section 7 – Scope of Work" of the following year's application for grant funds by the Grantee. The Workplan will describe work for the coming year to meet the resource elements and tasks of capabilities identified as priorities for that year in the Grantee's PPP. The Workplan/Scope of Work will contain: Detailed description/information about the proposed project; Annual expected outcomes and how they will be measured; Timeline with realistic target dates for completion of tasks; Objectives by quarter with a list of resource elements and/or tasks that will be implemented to accomplish the functions and objectives how they will be measured to determine successful completion; and the personnel used to implement grantee tasks outlined by the percent of time.
- 2.1.8 **Quarterly Progress Report** – The Grantee will provide a quarterly update report on the status of their Workplan in the format requested by the Department **by the end of the month following each quarter.** The fourth quarter report will also be a summary update on the status of the Grantee's resource elements, tasks, and capabilities. This report will include quarterly and annual performance measures and a narrative status. Examples of performance measures the Department may request to be reported include: Strategic National Stockpile (SNS) Assessment scores, elements listed under Ongoing Capability Sustainment, and performance measures of several capabilities – Community Preparedness, Community Recovery, Emergency Operations Coordination, Emergency Public Information and Warning, and Public Health Surveillance and Epidemiological Investigation as identified in this grant, the PHP Capabilities National Standards, or developed by CDC or IDPH.

Current IDPH Priorities

- 2.1.9 **Comprehensive Emergency Management Program (CEMP)** – The Grantee will acquire a CEMP account and establish, use, and maintain an "instance" on the system. Each Grantee will send at least one staff person to the Department-sponsored CEMP training. Upon the availability of CEMP, and based on Department direction, the Grantee will utilize CEMP as a planning platform, uploading grant documentation (e.g., reports, preparedness and response plans, specifically the LHD Strategic National Stockpile (SNS) Plan), after-action report/improvement plans (AAR/IPs), PHP completed hazard vulnerability risk assessment, capability assessment, Project Period Plan, LTAR, and other documents. This is intended to help the Grantee to meet many of the resource elements in PHP Capability 6 – Information Sharing.
- 2.1.10 **Community Preparedness PHP Capability 1** –The Grantee will build this capability, and be able to perform its associated functions and tasks by, at a minimum, building and sustaining the Priority and Recommended Resource Elements listed below from the PHP National Standards Capability Community Preparedness. The Grantee is encouraged to also complete the other resource elements of Capability 1 as applicable to the Grantee's jurisdiction. The Grantee will use existing jurisdictional planning activities, such as the Illinois Project for Local Assessment of Needs (IPLAN), community

assessment, healthcare coalitions, or other existing venue (e.g. ESF-8 Committee, LEPC), as part of this requirement to prevent duplication of planning efforts and ensure PHP planning becomes a routine practice. The Department expects that by fulfilling this foundational capability requirement, the Grantee will be able fully or partially address the resource elements of many of the following PHP National Standard Capabilities: Community Recovery – F1-P1, P2, P4, P6, P8; Emergency Operations Coordination – F1-P1; Mass Care – F2, F3 Medical Countermeasure Dispensing – F1-P2, F5-P2; Medical Material Management and Distribution – F1-P5, F2-P1; Medical Surge – F1-P4, P5, P6, P7, P8, F2, F3-P2; Non-pharmaceutical Interventions – F1, F2-P1, P2, F3; Public Health Surveillance and Epidemiological Investigation – F1-P3, F3-P3; Responder Safety and Health – F1; Volunteer Management – F1.

2.1.10.1 Function 1 - The Grantee will determine risks to the health of the jurisdiction and be able to conduct a jurisdictional risk assessment to identify, with response partners, the public health, medical, and mental/behavioral health services which a jurisdiction has, or needs to have, access to mitigate identified disaster health risks; by documenting the existence of the following resource elements:

2.1.10.1.1 Resource Element 1 - The Grantee will have written plans with policies and procedures to identify populations with the applicable health vulnerabilities and risks described in the PHP National Standards Priority Resource Element #1 for Function 1 of Community Preparedness.

2.1.10.1.2 Resource Element 2 - As described above in "Strategic Planning and Reporting," the Grantee will create a jurisdictional risk assessment, utilizing an all-hazards approach with the input, partner assistance, and elements listed above and as further described in the PHP National Standards Priority Resource Element #2 for Function 1 of Community Preparedness.

2.1.10.2 Function 2 - The Grantee will build community partnerships to support health preparedness and be able to perform the following tasks:

Task 1 – Identify community sector groups to be engaged for partnership based on the jurisdictional risk assessment.

Task 2 – Create and implement strategies for ongoing engagement with community partners who may be able to provide services to mitigate identified public health threats or incidents.

Task 3 – Utilize community and faith-based partnerships as well as collaboration with any agencies primarily responsible for providing direct health-related services to help assure the community's ability to deliver public health, medical, and mental/behavioral health services in both short and long-term settings during and after an incident.

Task 4 – Utilize a continuous quality improvement process to incorporate feedback from community and faith-based partners into jurisdictional emergency operations plans.

Task 5 – Identify community leaders that can act as trusted spokespersons to deliver public health messages;

by documenting the existence of the following resource element:

2.1.10.2.1 Resource Element 1 - The Grantee will update or create, and sustain written plans, policies, or process to participate in existing (e.g. Local Emergency Planning Committee (LEPC), ESF#8 Workgroup, IPLAN, healthcare coalitions), or new partnerships, representing all relevant sector partners (businesses, community leadership, cultural and faith-based groups, education/childcare, emergency management, health care, hospitals, Emergency Medical Services (EMS) providers, sheltering groups (e.g. American Red Cross), media, behavioral health, social services, senior services) to meet PHP National Standards Priority Resource

Element #1 for Function 2 of Community Preparedness.

2.1.10.3 Function 3 – The Grantee will engage with these community organizations to foster public health, medical, and mental/behavioral health social networks by being able to:

Task 1 – Ensure that community constituency groups understand how to connect to public health to participate in public health and community partner preparedness efforts.

Task 2- Ensure that public health, medical, and mental/behavioral health service agencies that provide essential health services to the community are connected to jurisdictional public health preparedness plans and efforts.

Task 3 - Create jurisdictional networks (e.g., local businesses, community, and faith-based organizations, ethnic radio/media, and, if used by the jurisdiction, social networking sites) for public health, medical, and mental/behavioral health information dissemination before, during, and after the incident.

by documenting the existence of the following resource elements:

2.1.10.3.1 Resource Element 1 – Written plans should include a process for community engagement in problem solving strategy sessions to identify how the short-term or permanent relocation of health-related supplies and other services can support the direct restoration of a sense of community and social connectedness in terms of public health, medical, and mental/behavioral health services.

2.1.10.3.2 Resource Element 2 – Written plans should include a protocol to identify health services needed to support identified disaster risk and ensure these services are culturally and social competent.

2.1.10.4 Function 4 – The Grantee will coordinate training and guidance to ensure community engagement in preparedness efforts by being able to:

Task 1 – Integrate information on resilience, specifically the need for community-derived approaches to support the provision of public health, medical and mental/behavioral health services during and after an incident, into existing training and educational programs related to crisis and disaster preparedness and response.

Task 2 – Promote training to community partners that may be a supporting role to public health, medical, and mental/behavioral health sectors (e.g., education, child care, juvenile justice, child welfare, and congregation childcare settings).

Task 3 – Provide guidance to community partners, particularly groups representing the functional needs of at-risk populations, to assist them in educating their own constituency groups regarding plans for addressing preparedness for and recovery from the jurisdiction's identified risks and for access to health services that may apply to the incident;

by documenting the existence of the following resource elements:

2.1.10.4.1 Resource Element 1 – Written plans should include documentation that public health has participated in jurisdictional approaches to address how children's medical and mental/behavioral healthcare will be addressed in all-hazards situations.

2.1.10.4.2 Resource Element 2 – Written plans should include a process and procedures to build and sustain volunteer opportunities for residents to participate with local emergency responders and community safety efforts (e.g., Medical Reserve Corps). (This also may help with Capability 15 - Volunteer Management.)

Ongoing Capability Sustainment

2.1.11 Homeland Security Exercise and Evaluation Program (HSEEP) Compliance – The Grantee will comply with the Department's HSEEP Training, Exercise, and Evaluation process and procedures. The

Grantee, with relevant partners, will write an After-Action Report/Improvement Plan (AAR/IP) for events or exercises in HSEEP-compliance, or a modified format, as specified by the Department, and use them to implement corrections to public health responses and update their emergency plans. All AAR/IPs connected to the grant deliverables, approved-exercises, real events, or other demonstration of capabilities will be submitted to the Department no later than 30 days following the termination of this grant (Goal is 60 days). The Department will provide HSEEP-compliance guidelines and recommendations. The Department expects that by fulfilling this requirement, the Grantee will be able to, at a minimum, meet all, or part of, the resource elements of the following PHP Capabilities National Standards: Emergency Operations Coordination - F5-P2, P3; Medical Materiel Management and Distribution – F6-P3; Non-Pharmaceutical Interventions – F4-P2; Community Recovery - F3-P2.

- 2.1.12 Volunteer Coordination – Based on Department-approved criteria, the Grantee will assess the need for volunteers in local emergency response efforts. The assessment will be reviewed and approved by the Department. If a need is identified, the Grantee will recruit, develop, and train a volunteer workforce (e.g., Medical Reserve Corps (MRC) to support response to all-hazards events. The Grantee will describe in each quarterly progress report to the Department what activities they have completed to create this all-hazards response workforce and report the number of volunteers registered (in Illinois HELPS or other system) for this purpose. The Grantee will direct current and future volunteers affiliated with the Grantee to register using the Department-provided web-based health and medical volunteer registration and credentialing system. The Department expects that by fulfilling this requirement, the Grantee will be able to, at a minimum, meet all, or part of, the tasks and resource elements of the PHP Capabilities National Standards: Volunteer Management – F1; Community Preparedness – F2-P2, F4-P2; Medical Surge – F2-P1.
- 2.1.13 Medical Countermeasure Dispensing and Medical Materiel Management and Distribution – The Grantee will cooperate with the Department to comply with CDC medical countermeasure distribution and dispensing standards. The Grantee will participate in the SNS Assessment conducted and scored by the Department annually. The current version of the SNS Local Technical Assistance Tool (LTAR) provided by the Department will be utilized for the SNS Assessment. The Department expects that by fulfilling this requirement, the Grantee will be able, at a minimum, to meet all, or part of, the following resource elements of the PHP National Standard Capabilities: Medical Countermeasure Dispensing-F1-P3 & P7; F2 – P1-P2 & Equipment (E) 1-E2; F3-P1; Medical Materiel Management and Distribution – F1-P1-P3; F2-P1; F3-P1; F4-P1; F5-P1; F6-P1. The Grantee will also need to conduct certain exercises, as described in "Exercise and Capability Demonstration" below, to demonstrate this and other capabilities.
- 2.1.14 Preparedness Training – The Grantee will annually determine its staff's public health emergency preparedness training needs based on the current Department guidance and provide this information to the Department as requested. Grantee will identify its staff and registered volunteers assigned and trained to fill incident command and response roles. The Grantee will address their staff and volunteer training needs and will assure that at least one staff person, with significant duties in planning, executing and evaluating exercises, and public health responses has completed **HSEEP Training**. The Grantee's Public information staff will complete **IS-250, IS702.a**; and once every five years, CDC **Crisis and Emergency Risk Communication**. The Grantee will assure that at least one staff person has received Department-provided training to use the State of Illinois Rapid Electronic Notification System (**SIREN**) to receive and acknowledge critical and emergency alerts and messages from the Department. Each Grantee will send at least one staff person to the Department-sponsored **CEMP** training. The Grantee will assure that at least one staff person has attended Department-provided training on the use of the Illinois **HELPS**, or other Department designated registration and credentialing system. The Grantee will document completion of all staff trainings in the IDPH LMS training record system, or a similar system; and report in quarterly progress reports to IDPH for each ICS and HSEEP course, the number of current staff identified as needing training, and the number of current staff and registered volunteers that have actually been trained. The Department expects that by fulfilling this requirement, the Grantee will be

able to meet, at a minimum, all, or part of, the following resource elements of the PHP Capabilities National Standards: Emergency Operations Coordination - F1-Skills & Training (S)1; F2-P3, S1; F3-S1; Volunteer Management- F1-S3; Medical Surge – F1-P1; Emergency Public Information and Warning– F1-S1, S2; Information Sharing F1-P2; Public Health Surveillance & Epidemiologic Investigation – F1-S1, S2.

- 2.1.15 Communications - The Grantee will have communications equipment that includes at least a primary and a backup system, which will allow interoperable and operable communications with its EOC and other local and state partners which shall include: 1) the possession, maintenance, and exercise of radio equipment to access the State of Illinois Starcom21 network without utility power; and 2) any one or more of the following: telephones, fax, dedicated telephone line, cellular telephones with chargers, television, high frequency (HAM) radios, internet, Emergency Management Network (EMnet), or satellite communication. The Department expects that by fulfilling this requirement, the Grantee will be able to meet, at a minimum, all, or part of, the following resource elements of the PHP Capabilities National Standards: Emergency Operations Coordination - F1-E1, F2-E2; Emergency Public Information and Warning – F1-E5; Volunteer Management – F2-E1.
- 2.1.16 Information Sharing-Stakeholders Engagement and Contact – The Grantee will maintain up-to-date Primary, Secondary, and Tertiary 24/7 after-hours emergency contact information on a quarterly basis and/or as necessary when changes occur. The Grantee will assure its primary, secondary, tertiary, and other key Grantee staff emergency contact information in the Department's SIREN system is kept up-to-date. The Department expects that by fulfilling this requirement, the Grantee will be able, at a minimum, to meet all, or part of, the following resource elements of the PHP National Standard Capabilities: Information Sharing F1-P1-P2, E1; Emergency Operations Coordination F2-P1. The Grantee will also need to conduct certain exercises, as described in "Exercise and Capability Demonstration" below, to demonstrate this requirement.
- 2.1.17 Multidisciplinary Information Sharing - The Grantee will participate in multijurisdictional, multidisciplinary, local, regional, and state emergency preparedness planning groups, meetings, conferences, and other information sharing methods with appropriate jurisdictional private and public partners to provide a common operating picture and meet other PHP Capabilities National Standards. The Grantee will maintain redundant contact information for all identified partners. The Department expects that by fulfilling this requirement, the Grantee will be able, at a minimum, to meet all, or part of, the following resource elements of the PHP National Standard Capabilities: Information Sharing - F1-P1, P2-P3, E1; Medical Surge – F1-P4; Non-Pharmaceutical Interventions – F1-P2.

Exercise and Capability Demonstration

- 2.1.18 The Department will provide additional specific guidance for local health department exercises and capability demonstrations. The Department will also request certain performance measures from the Grantee. The Department expects that by fulfilling the following exercise requirements, the Grantee will be able to meet, at a minimum, all, or part of, the following resource elements of the PHP National Standard Capabilities: Emergency Operations Coordination- F1-E1; F2-P1, P3, P4, P5; F3-P1; F4-P1, P2, P3; F5-P1, P2, P3; Emergency Public Information and Warning – F1-E5; Volunteer Management – F2-E1.
- 2.1.19 Appropriate documentation – CDC Drill Data Collection Sheets, HSEEP-compliant AAR/IPs, or other exercise documentation required by Department guidance must be completed and submitted to the Department as soon as possible following an exercise (Goal = 60 days) but no later than July 2, 2012. The time to complete an AAR/IP is a performance measure that may be requested by the Department.
- 2.1.20 The Grantee will conduct an annual exercise to test certain PHP Capabilities.

- 2.1.20.1 The capabilities, tasks and functions tested during the annual exercise will be determined by previous Grantee's AAR/IPs and Department guidance.
 - 2.1.20.2 The level of the annual exercise will be determined by each Grantee's status of previous exercise levels and Department guidance that shows the Grantee's progression (according to HSEEP) towards a full-scale exercise.
 - 2.1.20.3 The Grantee may also demonstrate certain capabilities, functions and tasks utilizing other public health response events as determined by the Department Guidance and local AAR/IPs.
- 2.1.21 SLE or IDPH Exercise – The Grantee will participate to the extent possible, if requested, in an IDPH or other State Level Exercise (SLE). IDPH will notify the Grantee in advance when such exercise participation meets the annual or full-scale exercise requirements of this section.
 - 2.1.22 The Grantee will conduct four staff alert notification drills - one of them outside of normal business hours. The Grantee will document plans to maintain records of the drills (either stand-alone or as part of a larger exercise), and report Staff Notification and Assembly Time Performance Measure data to the Department on the appropriate CDC Drill Data Collection Sheets or other format designated by the Department. Grantee will maintain documentation of participation in; and the use of, its Illinois Public Health Mutual Aid System (IPHMAS) agreement. The time for pre-identified staff to assemble is a performance measure that may be requested by the Department.
 - 2.1.23 The Grantee will respond to CDC or Department-initiated, or other locally initiated regional notification/communication drills, including those conducted through telephone, SIREN, Starcom21, or other methods.
 - 2.1.24 Full-Scale Exercise – The Grantee will plan to, and participate in, one full-scale exercise before the termination of the grant period ending in **2016** that must exercise all-hazards medical countermeasure dispensing and determine throughput. The grantee will document this planned exercise in its PPP.
- 2.2 The Grantee will not use the services of a subcontractor or subgrantee to fulfill any obligations under this agreement without the prior written consent of the Department. All subgrantees shall have an application, including a budget and project deliverables, on file with the grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subcontracts and subgrants.
 - 2.3 In connection with the services described in Section 2.1 above, the Department will:
 - 2.3.1 Conduct site visit(s) to the grantee for technical assistance and grant compliance monitoring;
 - 2.3.2 Provide guidance to clarify these grant terms, or adapt to unforeseen emergencies and events;
 - 2.3.3 Compensate Grantee as described in Section 4.3 of this grant agreement.

3. Term:

The period of this grant agreement is **August 1, 2011** through **July 31, 2012**; however, it may be terminated at any time during this period by either party upon written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination, the Grantee shall be paid for work satisfactorily completed prior to the date of termination.

4. Compensation:

- 4.1 The grant funds shall be in amount not to exceed a maximum amount of \$ _____, except;
- 4.1.1 The Department may amend this agreement no later than December 31, 2011 to reduce the grantee's maximum funding based on the lack of previous performance. Grantee funding reduction is based on the Grantee's successful completion of last year's grant deliverables. Funding may be reduced by 1.5% of this year's maximum amount for each of last year's deliverable (A1 – A7) not completed. An additional 1.5% may be deducted if the Grantee's SNS Assessment score last year was below 69. The Grantee's maximum funding reduction this year due to last year's performance will not exceed 10% of the maximum grant amount. Any funding cuts will be reallocated to other local health department PHP or CRI Grantees.
- 4.1.2 The Department will review the Grantee's second quarterly report for this year to determine if the Grantee may be in jeopardy of reduced funding for next year due to its lack of progress on these grant deliverables. The Department will then provide the Grantee written technical assistance and guidance as needed to prevent this funding loss. After the Department's review of the Grantee's fourth quarter progress report and/or site visits, it is determined that the Grantee's funding will be reduced, a written report will be sent to the Grantee from the Department with a notice of a maximum funding adjustment for the following grant year. Funding may be reduced by 1.5% of next year's maximum amount for each of the following deliverables the Grantee fails to accomplish: Failure to submit the reports specified in 2.1.4 through 2.1.8 (Hazard Vulnerability Jurisdictional Assessment; Capability Assessment; Project Period Plan/Logic Model; Annual Workplan; Quarterly Progress Reports); Failure to significantly achieve the priority resource elements of Community Preparedness in 2.1.10; Failure to complete the majority of the "Ongoing Capability Sustainment deliverables in 2.1.11 through 2.1.17; Failure to meet each of the exercise or drill requirements in 2.1.18 to 2.1.24. The Grantee's maximum funding reduction next year due to this year's performance will not exceed 10% of next year's maximum grant amount. Any funding cuts will be reallocated to other local health department PHP or CRI Grantees.
- 4.2 This grant is federally funded.
- 4.3 Subject to 4.1 above, the Department will compensate the Grantee on the following basis:

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Department. Payment shall be initiated upon the Department's approval of eligible costs and cash amount requested for reimbursement of those costs.

- 4.3.1 The Grantee is required to complete and submit a Reimbursement Certification for each month of the grant period regardless of whether or not expenditures are being claimed, using the Reimbursement Certification Form provided by the Department. Reimbursement Certification Forms are to be submitted to the Department by the 15th of every month for the prior month's expenditures.
- 4.3.2 The Grantee shall document actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. Expenditures shall be itemized on the Reimbursement Certification Form in such a manner as to establish an audit trail for future verification of appropriate used of grant funds. The Grantee will maintain documentation or tangible evidence on file to document expenditures and the activities conducted and related PHP capabilities developed. While this grant requires extensive integration with existing public health activities, the Grantee must only budget and request reimbursement for necessary, reasonable, and properly allocated activities and resources to augment current activities to address PHP Capabilities National Standards. IDPH will only approve budget items and reimbursement requests that sustain, integrate, and/or build PHP capabilities and resources and relationships to meet the PHP Capabilities National Standards in accordance with this agreement, that are not already being funded from other non-PHP sources to avoid violating the PHP federal funding restrictions and regulations. Allowable costs for reimbursement must comply with the requirements of 45 CFR 92 and 45 CFR 225 (OMB Circular A-87) and IDPH Office of Preparedness and Response guidance.

- 4.3.3 The Grantee shall submit a Budget Revision Form, provided by the Department, with any modifications to the approved Budget to be approved by the Department prior to the Grantee incurring the expense. Final Budget Revisions to the current Grant year must be submitted to the Department by **June 15, 2012**.
- 4.3.4 The Department will only reimburse for those services included in the Illinois Department of Public Health, Office of Preparedness and Response, Allowable Costs for Reimbursement.
- 4.3.5 The Grantee is required to provide a matching amount of 10% of the total grant. The Grantee shall document on the Reimbursement Certification form, the amount of matching funds or in-kind services conducted on grant deliverables or other public health emergency preparedness activities. The match must be from non-federal funds provided directly or through donations and may be cash or in-kind, fairly evaluated, including equipment, services performed, or administrative expenses to meet the requirements of the grant deliverables. Matching resources must comply with 45 CFR 92.24 and 2 CFR 225 (OMB Circular A-87).
- 4.3.6 The Grantee shall submit the Reimbursement Certification Form to the following address:
- Illinois Department of Public Health
Office of Preparedness and response
422 South 5th Street
Springfield, IL 62701
Attention: CDC Fiscal Grants Manager
- 4.3.7. Reimbursement forms for final expenses incurred between **July 1, 2011** and **July 31, 2012** must be received by the Department no later than **August 31, 2012**.

- 4.4 The Grantee will provide its services in accordance with the budget submitted in the grant application and which is on file with the Department.
- 4.5 Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the services, unless the agreement specifically set forth items of support to be provided by the Department.
- 4.6 Grantee and any subgrantees shall not, in accordance with P.A. 096-1456, expend any grant funds paid from the State of Illinois General Revenue Funds for the following promotional items: calendars, pens, buttons, pins, magnets, and any other similar promotional items. Promotional items also include but are not limited to: gift cards, posters, and stationery.

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

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

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

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within forty-five (45) days following said expiration or termination. Any

interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within forty-five (45) days following the expiration or termination of this Agreement. Grantee's failure to comply with any reporting requirements of the Department may result in the termination of this agreement or suspension of payments under this agreement.

5. **Notices:**

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

to the Department: Illinois Department of Public Health
Office of Preparedness and Response
422 South 5th Street
Springfield, IL 62701
Attention: Winfred Rawls,

to the Grantee:

6. **Public Information Requirements:**

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

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

7. **Grant Fund Control Requirements:**

7.1 **Audits**

A. **Standard Audit:** If the Grantee is required to have a Standard Audit, the Grantee shall provide the Department with a copy of such audit reports, the management letter, and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH any year an audit is performed over the life of the grant.

B. **Federal Requirements:** If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide the Department with a copy of the audit report, the data collection form, the management letter, and the SAS 114 letter, as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's

receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH annually for the life of the grant. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide IDPH with an annual letter stating a Single Audit was not required.

- C. Discretionary Audit: The Department may, at any time, and its discretion, request a Grant-Specific Audit or other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- D. Audit Performance: All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards. The grantee will fully comply and cooperate with any and all audits.

7.2 Reporting Requirements

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

A. At a minimum, the grantee shall file a quarterly report with the Department. The quarterly reports shall describe the progress of the program, project, or use and the expenditure of the grant funds provided to the grantee under this Agreement. The Department reserves the right to request revised quarterly reports or clarification to any statements made in such reports.

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

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

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

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

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

7.3 **Grant Instructions**

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

7.4 **Fiscal Recording Requirements**

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

7.5 **Due Diligence in Expenditure of Grant Funds**

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

7.6 **Monitoring**

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

8. **General Provisions:**

8.1 **Availability of Appropriation/Sufficiency of Funds**

This grant is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this grant, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. The Grantee will be notified in writing of the failure of appropriation or a reduction or decrease.

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

Grantee and its subcontractors shall maintain books and records relating to the performance of the

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

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

8.3 **Time is of the Essence**

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

8.4 **No Waiver of Rights**

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

8.5 **Force Majeure**

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

8.6 **Confidential Information**

Each Party, including its agents and subgrants, to this agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the

agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the agreement, in whatever form it is maintained, promptly at the end of the agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8.7 Use and Ownership

A. Intellectual Property Rights

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

B. Equipment and Supplies

Equipment and supplies authorized to be purchased or financed with Grant Funds shall become the property of the Grantee so long as they are not diverted from the purposes for which the grant was made as described in Section 2.1 - Services.

For purposes of this Agreement, "Equipment" means tangible, nonexpendable, personal property and an acquisition cost of \$500 or more per unit.

For purposes of this Agreement, "Supplies" means all other tangible personal property other than equipment as defined above.

During the Grant term, the Grantee must: (1) use equipment and supplies acquired with Grant Funds only for the approved Project purposes set forth in Section 2.1; and (2) provide sufficient maintenance on the equipment and supplies to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and supplies purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and supplies in similar businesses. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or supplies without prior written approval of the Department. The Grantee shall maintain an inventory or property control record for all equipment and supplies purchased with Grant Funds. The Grantee shall properly maintain, track, use, and/or store the equipment and supplies according to applicable manufacturer's guidelines, federal and state law or rules, and Department requirements stated herein.

C. Order to Surrender Equipment and/or Supplies

The Department may issue to the Grantee an "Order to Surrender" any or all of the equipment and/or supplies in any of the following situations:

- (1) the equipment and/or supplies are no longer being used for the purpose for which the grant was made;

- (2) the Grantee ceases to exist;
- (3) the equipment and/or supplies are improperly maintained, used, tracked or stored;
- (4) the purpose of the grant shall be carried out by another entity;
- (5) the suspension or termination of the grant agreement; or
- (6) the Grantee has failed to comply with any provision of the grant agreement.

In the event the Department issues an "Order the Surrender" ("Order") the Grantee shall, pursuant to the terms of the Order:

- (1) within 30 days of the Order's issuance, or sooner if specified by the Order, present to the Department or any other entity identified by the Department, all or any of the equipment and supplies purchased or financed with Grant funds as specified by the Order,
- (2) within 90 days of the Order's issuance, or sooner if specified by the Order, refund to the Department all or any part of the amount of the Grant Funds; and
- (3) take any other action as specified in the Order.

D. Authority to Inspect and Use

The Department reserves the right to inspect any equipment or supplies (as well as the inventory or property control records described above) authorized to be purchased, acquired, or used by the Grantee under this Agreement for verification of its physical condition, usage, management or intended disposal or liquidation at any time. Should the inspection be unsatisfactory to the Department or the Grantee refuse the authority for the Department to conduct an inspection, the Department may take ownership and title in said equipment by issuing an Order to Surrender.

E. Survival

All obligations regarding use and ownership of any equipment or supplies purchased or financed under the Agreement shall survive the termination of this Agreement.

8.8 Indemnification and Liability

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

8.9 Independent Contractor

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

8.10 Solicitation and Employment

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

8.11 Compliance with the Law

The Grantee, its employees, agents, and subcontractors shall comply with all applicable federal, state, and

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

8.12 **Background Check**

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

8.13 **Applicable Law**

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

8.15 **Contractual Authority**

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

8.16 **Modifications and Survival**

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

8.17 **Performance Record/Suspension**

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

8.18 **Freedom of Information Act**

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

8.19 **Amendments**

This Agreement may not be amended without prior written approval of both the Grantee and the Department. Any amendments must be executed by both parties no later than 30 days prior to the end of the grant term.

8.20 **Assignment**

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

8.21 **Termination for Cause**

The State may immediately terminate this agreement, in whole or in part, upon notice to the Grantee if: (a) the Grantee commits any illegal act; (b) the State determines that the actions or inactions of the Grantee, its agents, employees or subagreementors have caused, or reasonably could cause, jeopardy to health, safety, or property, (b) the Grantee has notified the State that it is unable or unwilling to perform the agreement or c) the State has reasonable cause to believe that the Grantee cannot lawfully perform the grant agreement

If Grantee breaches any material term, condition, or provision of this agreement, is in violation of a material provision of this agreement, or the State determines that the Grantee lacks the financial resources to perform the agreement, the State may, upon 15 days prior written notice to the Grantee, cancel this agreement. For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

8.22 **Termination for Convenience**

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

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

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

8.24 **Entire Agreement**

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

9. **Federally Funded General Grant Provisions:**

10. **Taxpayer Status:**

I certify that:

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

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

Individual

Sole Proprietor

Partnership

Legal Services Corporation

Tax-exempt

Governmental

Nonresident alien

Estate or trust

Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing
medical and/or health care services

Corporation NOT providing or billing
medical and/or health care services

Limited Liability Company (select applicable tax classification)

D = disregarded entity

C = corporation

P = partnership

11. **Attestation:**

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

For the Grantee:

Grantee Signature

Typed Name

Title

Illinois Department of Human Rights Number (if applicable)

For the Department:

Recommended By

Damon T. Arnold, M.D., M.P.H.
Director of Public Health

Execution Date

CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitutes the entire contract between the Parties concerning the subject matter of the contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

- 1. TERM AND TERMINATION
- 2. DESCRIPTION OF SUPPLIES AND SERVICES
- 3. PRICING
- 4. STANDARD BUSINESS TERMS AND CONDITIONS
- 5. STANDARD CERTIFICATIONS
- 6. DISCLOSURES AND CONFLICTS OF INTEREST
- 7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
 Integrated Solutions Consulting
 Signature: John Rogan
 Printed Name: John Rogan
 Title: Principal Date: 05/23/11
 Address: 3900 N. Fremont, Suite 1
Chicago, IL 60613
 Phone: 877-437-4271 Fax: 877-684-0557
 E-mail: john.rogan@i-s-consulting.com

STATE OF ILLINOIS
 Illinois Department of Public Health
 Official Signature: Damon T Arnold, M.D., MPH
 Printed Name: Damon T Arnold, M.D., MPH
 Title: Director Date: 5/26/11
 Designee Signature: _____
 Printed Name: _____
 Title: _____
 Address: 535 West Jefferson Street
Springfield, IL 62761
 Phone: _____ Fax: _____
 E-mail: _____

Department of Central Management Services
 Signature: Malcolm Weems, Director
 Designee Signature: Jan Morrow
 By: Jan Morrow, COO Date: 6/28/11
 Official Signature: _____
 Printed Name: _____
 Title: _____ Date: _____
 Address: _____

PROCUREMENT OFFICER
 Designee Signature: Philip C. Krautmann
 Printed Name: Philip C. Krautmann
 Title: SPO Date: 6/27/11

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
PBL#	<u>11-61512</u>	Project Title	<u>Comprehensive Emergency Management Program (CEMP) Maintenance FY12</u>
Contract #	<u>CIC1615120</u>	Procurement Method (IFB, REP, Small, etc)	<u>Seal Source</u>
IPB Ref. #	<u>22021170</u>	IPB Publication Date	<u>4/5/2011</u>
Subcontractor Utilization?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Subcontractor Disclosure?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Funding Source	Obligation #		
CPR 33 - General Counsel Approval			
Signature	Printed Name	Date	

1. **TERM AND TERMINATION**

1.1 TERM OF THIS CONTRACT: This contract has an initial term of *July 1, 2011 or last dated signature (whichever is later) – June 30, 2012*. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 RENEWAL: Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): *None*. Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this contract.

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified; may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the State. The contract may not renew automatically nor may the contract renew solely at the Vendor's option.

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

If Vendor fails to perform the services called for hereunder to the specifications identified herein, or if Vendor breaches any material requirement or provision of this contract or the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice, but in no event less than a reasonable period of time. For clarification, thirty (30) days is considered a reasonable cure period in most non-emergency circumstances. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages consistent with the terms of this Agreement, and provided, however, that in no event shall Vendor be liable to the State for, or otherwise responsible or liable to the State for, any incidental, indirect, consequential, exemplary, multiple, special, or punitive damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To provide maintenance and updates for a statewide Comprehensive Emergency Management Program (CEMP) web-based planning and preparedness system (Odysseus®) for: one (1) the Illinois Department of Public Health (IDPH); eighty-seven (87) Local Health Department s (LHDs) – County level; five (5) local (municipal) health departments; and eleven (11) Regional Hospital Coordinating Centers (RHCCs). The CEMP – Odysseus preparedness and planning system provides a secure, emergency management-focused, content management system designed to guide agencies through a comprehensive and standardized planning development process. This system will provide each agency with an online forum to develop a CEMP that is guided to meet all state and federal requirements. The DuPage County Health Department (DCHD), the City of Chicago Public Health Department, and the Cook County Public Health Department have all deployed CEMP. This system will allow IDPH to interact with the three existing agencies.

2.2 **SUPPLIES AND/OR SERVICES REQUIRED:** Vendor will:

- 2.2.1. Provide maintenance to the Odysseus instances for each county, regional, and state public health agency in the State of Illinois. An instance of the Odysseus system is a deployment of the system that resides as its own site with primary licensee being one agency. All instances can work together to share content as necessary and conducive to plan maintenance and development, but each instance exists on its own as an independent system administered by Integrated Solutions Consulting (ISC) and the agency it is meant for. Odysseus instances were developed for all 87 county-level health departments serving 100 counties (2 counties do not have health departments) and 5 local or municipal-level agencies in the state. Additionally, an IDPH instance was created as well as regional instances for all 11 EMS regions in the State. This equates to 104 instances including IDPH's instance. Each instance is a fully-functional independent system that resides as a sub-domain to the secure isc-cemp.com website.
- 2.2.2. Provide technical updates to CEMP as they become available. Assist in the development of an interface with SIREN if appropriate. Develop a concept of operations for: inventory reporting for the state and local implementation of the SNS medical countermeasures; volunteer management module; integration of AAR/IP information into the IDPH planning process.
- 2.2.3. Continue to conduct a collaborative governance structure meeting once a month for the duration of the project. The governance committee will review and approve CEMP concepts and principals covering sharing, structure, and compliance.
- 2.2.4. Continue to provide in-person and remote training and technical support for site usage. Training sessions are open-forum workshops that serve multiple agencies simultaneously. One workshop will be conducted in Springfield, seven additional regional workshops throughout Illinois including one that will serve each IDPH region
- 2.2.5. Continue to implement the established Change Procedure as outlined in the initial contract. The intent of managing Project Change is to define the mechanisms for requesting, evaluating, deciding, and tracking possible changes to the project scope and all related activities and deliverables. The Change Procedure defines the mechanisms for requesting, evaluating, deciding, and tracking possible changes to this proposed Project Management Plan and the related activities, deliverables and costs as described in the proposal and agreement. Key objectives are to:
- Identify changes in scope, or other unplanned activity, in advance of their occurrence and control them
 - Protect the integrity of deliverables that have been approved (signed off) as fit for purpose
 - Ensure that new tasks and other requested changes are justified and cost justifiable, and that affected deliverables are identified and modified accordingly (newly baselined)
 - Obtain authorization and contract modifications, if required, to proceed with the new tasks/changes and assign them to appropriate individuals to be completed
 - Monitor the progress and cost of the changes

This change control procedure applies to any change of project scope, unplanned activity, or the production of an unplanned deliverable (i.e., any task not explicitly within the scope of the current baselined work plan) as identified by both ISC and IDPH Project Managers as described above.

No project member is authorized to begin work on a task for which there is not an explicit task on the plan without first requesting and obtaining approval for a Change Request. The ISC Project Managers will coordinate to secure approval/authorization prior to action taken on change requests.

The following Figure defines the main events and responsibilities in the Change Request procedure:

Step	Responsibility	Action
1	Originator	Requirement for new task/enhancement identified and documented on a Change Request (CR) form. If possible, change analysis fields should also be completed. Pass to ISC Project Manager for review. If ISC Project Manager agrees with CR, it will be assigned to a Project Team Member.
2	Project Manager	Assign a unique number to CR, log the request

Step	Responsibility	Action
3	Project Team Member	Analyze impact to project of change including cost, scope, outcomes, and schedule.
4	Project Manager	Regularly review new CRs and allocate for further analysis. The Project Manager approves change (if analysis is complete), rejects, or puts in a hold status. Where estimated cost (or impact on timescales) exceeds pre-defined limit, the Project Manager refers the request to IDPH Project Manager for review and approval.

- 2.2.8.1. **Project Status Overview** - As an Executive Summary of the project's overall condition shall be provided quarterly. Each Project Status Report will begin with a one paragraph Project Status Overview that will note at a high-level any changes to the project condition since the last reporting period with a focus on: a) major accomplishments, b) significant risks (and assistance needed, if appropriate) and c) schedule performance. This section should quickly inform the Executive Level of the project's status and inform that Level if any intervention on their part (such as application of additional resources, etc) is required. This Overview may include subjective statements that are derived from detailed (and referenced) facts contained in subsequent sections.
- 2.2.8.2. **Project Issues and Changes** - Project Issues and Changes shall be managed according to the Project Management Processes described in the preceding section. The Project Status Reports shall include the then-current Logs for Project Issues and Project Changes as well as any necessary additional narrative to describe a significant impact any Project Issue or Change may have to the project's scope, schedule or cost.
- 2.2.8.3. **Project Financials: Invoice Status** - ISC shall bill IDPH Office of Preparedness and Response monthly for the duration of this maintenance contract.

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ 300,000.00

2.4 VENDOR / STAFF SPECIFICATIONS: N/A

2.5 ASSIGNMENT AND SUBCONTRACTING:

- 2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.
- 2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name _____ Amount to be paid _____
Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____
Address _____ Description of work _____

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY:

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the

evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed _____

Value of services performed at this location _____

Location where services will be performed _____

Value of services performed at this location _____

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies. To the extent that the State believes that any of Vendor's services fail to conform to the contract specifications, the State's sole and exclusive remedy, consistent with Section 1.3, above, shall be to request repeat or additional work by Vendor to cure any actual or alleged nonconformity with the contract specifications. If Vendor is unable or unwilling to cure its performance in accordance with Section 1.3 and any State notice, the State shall have the option to terminate the Agreement for cause.

2.9.4 To the extent that any goods provided to the State by Vendor under this Agreement are defective, or otherwise fail to conform to the specifications attached to this Agreement, Vendor shall supply, at no charge to the State, new or rebuilt replacement goods or parts that conform with contract specifications. This limited warranty does not cover damage due to accident, misuse, abuse, or negligence by the State. Repair and replacement for goods, as provided in this Section 2.9.4, shall be the State's sole and exclusive remedy for any defective or nonconforming goods provided under this Agreement.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. **PRICING**

3.1 **METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor as follows:

- Hourly _____
- Monthly 12 equal monthly payments of \$25,000
- Annually _____
- Project _____
- Item _____

3.2 **TYPE OF PRICING:** Pricing under this contract is

- Firm _____
- Estimated Not to exceed \$300,000.00

3.3 **RENEWAL COMPENSATION:** If this contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.4 **EXPENSES:** Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 **DISCOUNT:** _____% discount for payment within _____ days of receipt of invoice

3.6 **TAX:** Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 **INVOICING:** Vendor shall invoice monthly unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in this contract. Send invoices to Illinois Department of Public Health, c/o Mark Edmiston, 422 S. 5th Street, Springfield, IL 62761.

3.8 **PAYMENT TERMS AND CONDITIONS:**

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State, provided however that any dispute regarding payment by the State that is more than ninety (90) days old shall not be subject to this section.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

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

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. To the extent permitted by law The State shall presume that all information received from the Vendor related to the Vendor's business, competitive advantage, and/or Software, as defined in Section 4.7 below, including but not limited to trade secrets, patents, copyrights, trademarks, and information which may be subject to trade secret, patent, copyright, or trademark protection, business and technical information, financial statements, marketing plans, research, designs, customer information (including customer identities, pricing, annual business volumes, and customer contact identities), the identities of Disclosing Party's employees and independent contractors, plans, methods, techniques, processes and know how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, orally, mentally, electronically, graphically or in writing is confidential. All other Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 USE AND OWNERSHIP: All work performed or supplies created during the term of this Agreement specifically at the direction of, or for delivery to, the State by Vendor, whether written documents or data, goods or deliverables of any kind, except for software, computer applications, programming languages, code (compiled or otherwise), formulas, business processes integrated into or embedded in software, or related materials,, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

The State acknowledges that the foregoing paragraph does not vest in the State any right, title or interest in the CEMP, Odysseus®, or any other preexisting intellectual property owned by Vendor and licensed hereunder (collectively the "Software"). Vendor hereby grants to the State a non-exclusive, geographically limited (to the borders of the State of Illinois), revocable, limited license for a term of one year, renewable annually, to use the Software, consistent with the State's confidentiality obligations under this contract, Vendor's reasonably promulgated terms of use, and in accord with any future license and payment terms.

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

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

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

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

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

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

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

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive

termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

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

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. Upon receipt of any Illinois Freedom of Information Act request received by the State relate to this contract or related documents supplied by Vendor hereunder, the State will promptly notify Vendor of the request, and provide Vendor with three (3) business days to respond to the State with any objection, or other request to protect certain information which may be exempt from the requirements of the Illinois Freedom of Information Act, before the State responds to the relevant request

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

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

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

- 5.11** Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.12** Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13** Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14** Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15** Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16** Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18** In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19** a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21** Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23** Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24** Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26** Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

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

or

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

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: INTEGRATED SOLUTIONS CONSULTING

D/B/A (if used): N/A

Name of any Parent Organization: N/A

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k , 20f , or 40f .

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

Yes No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 - 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: 50% OWNERSHIP. For partnerships with more than 50 partners, the percentage share or ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed where applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
 Sole Proprietorship Stock Partnership Other (explain) _____

Name: JOHN ROYHO
 Address: 3900 N FLEMING, SUITE E
CHICAGO, IL 60613

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: No Conflicts Of Interest
 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid offer or contract? Yes No

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

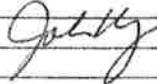
Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This information is submitted on behalf of: INTEGRATED SOLUTIONS CONSULTING (Vendor/Subcontractor Name)

Name of Authorized Representative: JOHN ROLAN

Title of Authorized Representative: VICE PRESIDENT

Signature of Authorized Representative: 

Date: 05/19/11

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- Other (describe)

7.2 Vendor Supplemental Provisions

- _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: John Rocco

Business Name: Integrated Solutions Consulting

Taxpayer Identification Number:
 Social Security Number _____
 or
 Employer Identification Number 20-5265704

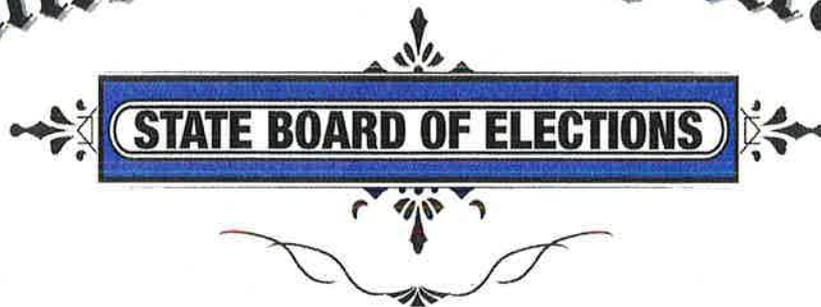
Legal Status (check one):

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

Signature: John Rocco

Date: 05/23/11

Certificate of Registration



Registration No. 19390

**Integrated Solutions Consulting
Corporation**

3900 N. Fremont
Suite 1
Chicago IL 60613

Information for this business last updated on:

Wednesday, April 21, 2010

Certificate produced on Monday, March 28, 2011 at 2:45 PM



CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitutes the entire contract between the Parties concerning the subject matter of the contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
Integrated Solutions Consulting
 Signature *John Rogan*
 Printed Name John Rogan
 Title Principal Date 03/25/11
 Address 3900 N. Fremont, Suite 1
Chicago, IL 60613
 Phone 877-437-4271 Fax 877-684-0557
 E-mail john.rogan@i-s-consulting.com

STATE OF ILLINOIS
 Illinois Department of Public Health
 Official Signature *Damen T. Arnold, M.D., MPH*
 Printed Name Damen T. Arnold, M.D., MPH
 Title Director Date 4/4/11
 Designee Signature _____
 Printed Name _____
 Title _____
 Address 535 West Jefferson Street
Springfield, IL 62761
 Phone _____ Fax _____
 E-mail _____

Signature *James P. Sledz*
 Name James P. Sledz, Director
 Designate *Jan Morrow*
 Name Jan Morrow, COO
 Date Signed 4/5/11
 Official Signature _____
 Printed Name _____
 Title _____ Date _____
 Address _____

CHIEF PROCUREMENT OFFICER
 Designee Signature *Philip C. Kaufman*
 Printed Name Philip C. Kaufman
 Title CPO Date 4/5/11

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
PRC#	10-53342	10-53342	Project Title: Comprehensive Emergency Management Program (CEMP) Planning Tool
Contract #	CIC0533420	CIC0533420	Procurement Method (IFB, RFP, Small, etc): Sole Source
IPB Ref. #	22020455	22020455	IPB Publication Date: 12/22/10 Award Code: D
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
CPD 33 - General Counsel Approval			
Signature		Printed Name	Date

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This contract shall commence upon the last dated signature of the Parties and end on July 31, 2011.

In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 RENEWAL: Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): *None*. Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this contract.

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified; may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the State. The contract may not renew automatically nor may the contract renew solely at the Vendor's option.

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

If Vendor fails to perform the services called for hereunder to the specifications identified herein, or if Vendor breaches any material requirement or provision of this contract or the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice, but in no event less than a reasonable period of time. For clarification, thirty (30) days is considered a reasonable cure period in most non-emergency circumstances. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages consistent with the terms of this Agreement, and provided, however, that in no event shall Vendor be liable to the State for, or otherwise responsible or liable to the State for, any incidental, indirect, consequential, exemplary, multiple, special, or punitive damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To provide a statewide Comprehensive Emergency Management Program (CEMP) web-based planning and preparedness system (Odysseus®) for: one (1) the Illinois Department of Public Health (IDPH); eighty-seven (87) Local Health Departments (LHDs) – County level; five (5) local (municipal) health departments; and eleven (11) Regional Hospital Coordinating Centers (RHCCs). The CEMP – Odysseus preparedness and planning system provides a secure, emergency management-focused, content management system designed to guide agencies through a comprehensive and standardized planning development process. This system will provide each agency with an online forum to develop a CEMP that is guided to meet all state and federal requirements. The DuPage County Health Department (DCHD), the City of Chicago Public Health Department, and the Cook County Public Health Department have all deployed CEMP. This system will allow IDPH to interact with the three existing agencies.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

- 2.2.1. Provide an Odysseus instance for every county, regional, and state public health agency in the State of Illinois. An instance of the Odysseus system is a deployment of the system that resides as its own site with primary licensee being one agency. All instances can work together to share content as necessary and conducive to plan maintenance and development, but each instance will exist on its own as an independent system administered by Integrated Solutions Consulting (ISC) and the agency it is meant for. Odysseus instances will be developed for all 87 county-level health departments serving 100 counties (2 counties do not have health departments) and 5 local or municipal-level agencies in the state listed in Exhibit C. Additionally, an IDPH instance will be created and a regional instance for all 11 EMS regions in the State. This equates to 104 instances including IDPH's instance. Each instance will be a fully-functional independent system that resides as a sub-domain to the secure isc-cemp.com website.
- 2.2.2. Conduct a collaborative governance structure meeting once a month for the duration of the project. The governance committee will review and approve CEMP concepts and principals covering sharing, structure, and compliance.
- 2.2.3. Provide a default structure for planning content for county CEMP sites. Each instance will have a pre-established content structure that is conducive to public health preparedness planning and aligned with state requirements. While all content will be setup in the correct structure agreed upon by the State, these special sections will reside simultaneously on the County instance and the State or regional instance. For this shared content, one entity will be designated as the owning instance that has the ability to edit and update the shared content, while the other entity will only be able to see the most updated content live. IDPH security policy and local/State health department logos will be included in the content. The security policy will include the acceptable conduct within the system, the sensitivity of the information, and security protocols to protect this information. This policy will be reviewed by the State prior to deploying to all systems.
- 2.2.4. Provide in-person and remote training and technical support for site usage. Training sessions will be open-forum workshops that will serve multiple agencies simultaneously. One workshop will be conducted in Springfield, seven additional regional workshops throughout Illinois including one that will serve each IDPH region
- 2.2.5. Establish content sharing relationship between the state, region, and county level CEMP sites.
- 2.2.6. The product will be launched in a dispersion pattern spreading from the two areas of the State that already have experience with the system, specifically the Chicago metropolitan area and Henry County in western Illinois. It will be understandable that some Counties will be faster to adopt the product than others, some even at a faster pace than the project schedule dictates. ISC will be supportive of these Counties and establish key ISC personnel to contact with questions and technical support in each region. Regions, to be defined by IDPH, will include Marion, Edwardsville, Peoria, Champaign, Rockford, West Chicago & Bellwood.
- 2.2.7. The intent of managing Project Change is to define the mechanisms for requesting, evaluating, deciding, and tracking possible changes to the project scope and all related activities and deliverables. The Change Procedure defines the mechanisms for requesting, evaluating, deciding, and tracking possible changes to this proposed Project Management Plan and the related activities, deliverables and costs as described in the proposal and agreement. Key objectives are to:
- Identify changes in scope, or other unplanned activity, in advance of their occurrence and control them
 - Protect the integrity of deliverables that have been approved (signed off) as fit for purpose
 - Ensure that new tasks and other requested changes are justified and cost justifiable, and that affected deliverables are identified and modified accordingly (newly baselined)
 - Obtain authorization and contract modifications, if required, to proceed with the new tasks/changes and assign them to appropriate individuals to be completed
 - Monitor the progress and cost of the changes

This change control procedure will apply to any change of project scope, unplanned activity, or the production of an unplanned deliverable (i.e., any task not explicitly within the scope of the current baselined work plan) as identified by both ISC and IDPH Project Managers as described above.

No project member is authorized to begin work on a task for which there is not an explicit task on the plan without first requesting and obtaining approval for a Change Request. The ISC Project Managers will coordinate to secure approval/authorization prior to action taken on change requests.

The following Figure defines the main events and responsibilities in the Change Request procedure:

Step	Responsibility	Action
1	Originator	Requirement for new task/enhancement identified and documented on a Change Request (CR) form - see Exhibit B. If possible, change analysis fields should also be completed. Pass to ISC Project Manager for review. If ISC Project Manager agrees with CR, it will be assigned to a Project Team Member.
2	Project Manager	Assign a unique number to CR, log the request (see Exhibit B for log).
3	Project Team Member	Analyze impact to project of change including cost, scope, outcomes, and schedule.
4	Project Manager	Regularly review new CRs and allocate for further analysis. The Project Manager approves change (if analysis is complete), rejects, or puts in a hold status. Where estimated cost (or impact on timescales) exceeds pre-defined limit, the Project Manager refers the request to IDPH Project Manager for review and approval.

2.2.8. ISC shall produce and deliver a Project Status Report on a twice-monthly basis, to occur at mid-month (the 15th) and end-of-month (the last day of each month). The Project Status Reports will include sections to address the following project attributes:

2.2.8.1. **Project Status Overview** - As an Executive Summary of the project's overall condition, each Project Status Report will begin with a one paragraph Project Status Overview that will note at a high-level any changes to the project condition since the last reporting period with a focus on: a) major accomplishments, b) significant risks (and assistance needed, if appropriate) and c) schedule performance. This section should quickly inform the Executive Level of the project's status and inform that Level if any intervention on their part (such as application of additional resources, etc) is required. This Overview may include subjective statements that are derived from detailed (and referenced) facts contained in subsequent sections.

2.2.8.2. **Project Milestone Schedule** – Tracking project progress and the on-time completion of tasks shall be accomplished through the reporting of the completion dates of major milestones. For each identified major milestone, ISC shall report:

- The Milestone Name which shall typically be the project deliverables but may also include other key project activities as mutually agreed to by both Project Managers.
- The Planned Completion Date which is the date set for completion as originally agreed-to by both parties and as represented in the initial project Detailed Schedule.
- The Revised Completion Date which shall be an updated or revised date set for completion as agreed-to by both parties (per issue or change management processes).
- The Actual Completion Date which shall be the date on which the milestone was actually completed and accepted per the conditions of the proposal.
- Notes regarding the milestone including summary descriptions for the causes of the revised completion date.

If necessary, sufficient narrative details regarding the cause and possible outcomes of any significant schedule delays will be included with the Deliverables Progress table. Such narrative shall also include potential means by which the schedule can be improved, if such means are available. Additionally, the Notes regarding any deliverable progress shall contain the linkage between any project delay and a Project Issue or Change.

2.2.8.3. **Project Issues and Changes** – Project Issues and Changes shall be managed according to the Project Management Processes described in the preceding section. The Project Status Reports shall include the then-current Logs for Project Issues and Project Changes as well as any necessary additional narrative to describe a significant impact any Project Issue or Change may have to the project's scope, schedule or cost. Samples of the reporting format for Issues and Changes are included as Exhibit A and B, respectively.

2.2.8.4. **Project Financials: Invoice Status** - Tracking project financial performance shall be accomplished through the reporting of ISC invoices to IDPH. For each identified invoice, ISC shall report the invoice number and amount, the date the invoice was generated by ISC to IDPH, the work for which the invoice was associated, and notes regarding the invoice, its associated milestone (if applicable), its dates and its payment status.

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ 300,000.00

2.4 VENDOR / STAFF SPECIFICATIONS: N/A

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name _____ Amount to be paid _____
Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____
Address _____ Description of work _____

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY:

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed _____
Value of services performed at this location _____

Location where services will be performed _____
Value of services performed at this location _____

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies. To the extent that the State believes that any of Vendor's services fail to conform to the contract specifications, the State's sole and exclusive remedy, consistent with Section 1.3, above, shall be to request repeat or additional work by Vendor to cure any actual or alleged nonconformity with the contract specifications. If Vendor is unable or unwilling to cure its performance in accordance with Section 1.3 and any State notice, the State shall have the option to terminate the Agreement for cause.

2.9.4 To the extent that any goods provided to the State by Vendor under this Agreement are defective, or otherwise fail to conform to the specifications attached to this Agreement, Vendor shall supply, at no charge to the State, new or rebuilt replacement goods or parts that conform with contract specifications. This limited warranty does not cover damage due to accident, misuse, abuse, or negligence by the State. Repair and replacement for goods, as provided in this Section 2.9.4, shall be the State's sole and exclusive remedy for any defective or nonconforming goods provided under this Agreement.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

PRICING

3.1 **METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor for the initial term as follows:

- Hourly _____
- Monthly _____
- Annually _____
- Project _____
- Item at the completion of a task as described in 3.7 invoicing _____

	Cost
Task 1 – Develop Odysseus Instances	\$100,000
Task 2 – Instance Content Structure and Sharing Development	\$50,000
Task 3 – Odysseus Training and On-Boarding	\$75,000
Task 4 – Technical Support for Project Duration	\$75,000
Total	\$300,000

3.2 **TYPE OF PRICING:** Pricing under this contract is

- Firm _____
- Estimated Not to exceed \$300,000.00

3.3 **RENEWAL COMPENSATION:** If this contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.4 **EXPENSES:** Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 **DISCOUNT:** _____% discount for payment within _____ days of receipt of invoice

3.6 **TAX:** Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 **INVOICING:** Vendor shall invoice at the completion of each task. If a task is only partially complete on June 30, 2011, vendor shall invoice for the completed portion of the task at that time and the balance upon completion of the task. Payment will be made to Vendor after the deliverables outlined in each task are completed, tested, and accepted by the Agency Project Manager. Send invoices to Illinois Department of Public Health, c/o Mark Edmiston, 422 S. 5th Street, Springfield, IL 62761.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State, provided however that any dispute regarding payment by the State that is more than ninety (90) days old shall not be subject to this section.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

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

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. To the extent permitted by law The State shall presume that all information received from the Vendor related to the Vendor's business, competitive advantage, and/or Software, as defined in Section 4.7 below, including but not limited to trade secrets, patents, copyrights, trademarks, and information which may be subject to trade secret, patent, copyright, or trademark protection, business and technical information, financial statements, marketing plans, research, designs, customer information (including customer identities, pricing, annual business volumes, and customer contact identities), the identities of Disclosing Party's employees and independent contractors, plans, methods, techniques, processes and know how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, orally, mentally, electronically, graphically or in writing is confidential. All other Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 USE AND OWNERSHIP: All work performed or supplies created during the term of this Agreement specifically at the direction of, or for delivery to, the State by Vendor, whether written documents or data, goods or deliverables of any kind, except for software, computer applications, programming languages, code (compiled or otherwise), formulas, business processes integrated into or embedded in software, or related materials,, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

The State acknowledges that the foregoing paragraph does not vest in the State any right, title or interest in the CEMP, Odysseus®, or any other preexisting intellectual property owned by Vendor and licensed hereunder (collectively the "Software"). Vendor hereby grants to the State a non-

exclusive, geographically limited (to the borders of the State of Illinois), revocable, limited license for a term of one year, renewable annually, to use the Software, consistent with the State's confidentiality obligations under this contract, Vendor's reasonably promulgated terms of use, and in accord with any future license and payment terms.

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

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

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

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

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

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

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

4.15 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

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

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

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

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. Upon receipt of any Illinois Freedom of Information Act request received by the State relate to this contract or related documents supplied by Vendor hereunder, the State will promptly notify Vendor of the request, and provide Vendor with three (3) business days to respond to the State with any objection, or other request to protect certain information which may be exempt from the requirements of the Illinois Freedom of Information Act, before the State responds to the relevant request