S. S. N. 3.

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES ROOM 403, CITY HALL, 121 N. LA SALLE ST.

Montel M. Gayles Da Chief Procurement Officer

CONDITIONALLY

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT NETURN TO DEPT.

DATE

| COMPLETE THIS SECTION IF NEW CONTRACT | DISAPPROVED. |
|--|---|
| For contract(s) in this request, answer applicable questions in each of the 4 major subject areas be Preparation of Non-Competitive Procurement Form on the reverse side. | elow in accordance with the Instructions for |
| Request that negotiations be conducted only with University of Illinoisor the profile is a request for V (One-Time Contractor Requisition # 41757, copy and Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of Cattach List). | |
| (Attach List) Pre-Assigned Specification No. | an contracts within the |
| COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION To Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationsh for the change. Indicate both the original and the adjusted contract amount and/or expiration date supporting documents. Request approval for a contract amendment or modification to the following the contract amendment or modification to the contract | TO CONTRACT ip to the original contract and the specific reasons |
| Contract #: Company or Agency Name: | |
| Specification #: Contract or Program Descri Mod. #: (Attach List, if multiple) | ption: |
| Denise Andre 312-745-1667 Deuts Ausse Signature | Health 2/4/09 Department Date |
| Indicate SEE ATTACHED in each box below if additional space needed: | |
| () PROCUREMENT HISTORY | |
| SEE ATTACHED | |
| | |
| () ESTIMATED COST | |
| SEE ATTACHED | |
| () SCHEDULE REQUIREMENTS | |
| SEE ATTACHED | |
| () EXCLUSIVE OR UNIQUE CAPABILITY | |
| SEE ATTACHED | |
| OTHER | |
| SEE ATTACHED | |
| APPROVED BY: DEPARTMENT HEAD DATE BOAR BOAR | D CHAIRPERSON DATE |

| For DPS Use Only |
|------------------|
| Date Received |
| Date Returned |
| Date Accepted |
| CA/CN's Name |
| |

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, AT

| | IAL INFO | RMATION | : | | | | | | | | |
|---|--|--|---|--|--|---|---|---|-----------------------------|--|--|
| Date: REQ N | 2/06/09 No.: 41 | 9 1757 | | | | Contact F Tel: 7-965 mail:Beltr | 8 Fax | 7-9398 | F., | | |
| Specification No.: (if known): 71919 PO No.: (if known): | | | | | | Project M Tel: 5-166 mail: Andr | anager:Do | enise And : 7-9398 | @(ire F- | cityofchica | ago.org |
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| Requesting Pre Bid/Submittal Conf | ENTS: ference? | □Yes | ⊠No | Daniel de la | | |
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| | | | | Requesting Site Visit | | ⊠No |
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| AV | IATION C | ONSTRUC | CTION SU | PPLEMENTAL CHECK | CLICT | |
| DOA sign-off for final design Required Attachments: | document | s: ∐Yes [|] No | | CLIST | |
| Copy of Draft Contract Documents Management: | | | | | | |
| Current Insurance Requireme Will work be performed within Will work be performed airsid *NOTE: Any non-construction | 02 Vac E | 1 M - [7] | . 0 311 4011 | ne or broberty. Aes | No 🗌 No 🗍 | |
| | | | | IENTAL CHECKLIST | | |
| Required Attachments: Det product, delivery location, use contract term and extension o statutes or regulations, citation and other exhibits and attachr | ailed Spec | cifications (ent contac | Scope of t, price es | Services) including deta calation considerations. | Bidder's austi | fiantian |
| If Modification request, pleas | se verify a | nd provide | the follow | ring: | | |
| Contractor's Name: | | ity of Illinoi | | - | | |
| Contractor's Address: | 845 S. I | Damen Ave | • | | | |
| | Chicago | , IL 60612 | | | | |
| Contractor's e-mail Address: | www.uio | :.edu/depts | /dch | | | |
| Cambunata I Bi | 312-996 | -4656 | | | | |
| Contractor's Phone Number: | | | | | | |
| Contractor's Phone Number: Contractor's Contact Person: | Dr. Cynt | hia Boyd | | | | |
| | | • | UPPI FM | ENTAL CHECKLIST | | |

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

| Required Attachments Detailed Specification if any, and options/ac | i: NS including detailed des | scription of the | | |
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| if any, and options/ac | cessories. | scribtion of the / | venicle(s) or equipment, | mounted equipment, |
| Li Special Provisions ([] | Delivery, Warranty, Manu | Jals, Training A | idditional Link D | _ |
| Bid Submittal Information | tion, etc.) | , ,, aii,,,,,g, | dditional Unit Purchase | Options, |
| Delivery Location(s) | | | | |
| Technical Literature | | | | |
| Drawings, if any | | | | |
| Part Number List (| Manufacturer; or | Dealer: | on Otto | |
| Current Price List(s)/(| Catalog(s) | Dealer, | or Other Source: |) |
| □ Special Approval Form | m | | | |
| ☐ Exhibits and Attachmo | ents | | | |
| If Modification request, | please verify and provide | de the following: | | |
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| Contractor's Address: | | | | |
| | | | | |
| Contractor's e-mail Addre | ace. | | | |
| Contractor's Phone Numb | | | | |
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| Contractor's Contact Pers | son: | | | |
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| ☑ Detailed description of ☑ The Schedule of Comp | project licting obligation | /ICES SUPPLE | MENTAL CHECKLIST | |
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WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Specifications (Scope of Services) including detailed description of the work, locations (with supporting detail), user department contacts, work hours/days, laborer/supervisor mix, compensation and price escalation considerations, Bidder's qualification, contract term and extension options, Contractor's qualifications, citation of any applicable City/State/Federal statutes or regulations, citation of any applicable technical standards and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

| Risk Management: | | |
|--|------|-----|
| Will services be performed within 50 feet (50') of CTA train or other railroad property? | □Yes | □No |
| Will services be performed on or near a waterway? | □Yes | □No |
| Will services require the handling of hazardous/bio-waste material? | □Yes | □No |
| Will services require the blocking of streets or sidewalks which may affect public safety? | □Yes | □No |
| If Modification or Amendment request, please verify and provide the following: | | |
| Contractor's Name: | | |
| Contractor's Address: | | |
| | | |
| Contractor's e-mail Address: | | |
| Contractor's Phone Number: | | |
| Contractor's Contact Person: | | |

PU079G Pre-Appd Req_DPS Schedul ed Dept Burst APSRPT.rep Page 13 of 13 Run 02/07/aa 06:30

CITY OF CHICAGO **PURCHASE REQUISITION**

Copy (Department)

DELIVER TO:

041-3047 DEPAUL 2FL 333 S. STATE ST. 2ND FLOOR Chicago, IL 60604

REQUISITION: 41757

PAGE:

DEPARTMENT: 41 - DEPARTMENT OF HEALTH

PREPARER:

Mauricio Beltran

NEEDED:

APPROVED: 2/6/2009

REQUISITION DESCRIPTION

Home Follow-up services to Infants born with high risk for death and disability SPECIFICATION NUMBER: 71919

COMMODITY INFORMATION

| LINE | ITEM | na a na a andromenyum y copy sy | or a contract of the | word Atlantico-State pages in the September of the September page | PERSONAL CONTRACTOR OF THE STATE OF THE STAT | ************************************** | recompens | renderman, or | - | Total and Appleanance & a | | |
|------|------------|---------------------------------|----------------------|---|--|--|-------------|---|---------|---------------------------|-----------|------------|
| 1 | 94855 | | | | | | | QUA | | | JNIT COST | TOTAL COST |
| | Profession | nal Servic | es for infa | ants who are be | om with h | igh risk of a | leath or di | 189, | 00.00 | USD | 0.00 | 0.00 |
| | SUGGES | TED VEN | DOR: | | | giv non or o | leath of di | | | | | |
| | DIST | BFY | FUND | COST CTR | APPR | ACCNT | 4071 | REQUEST | | Mauricio B | | |
| | 1 | 008 | 0567 | 0413047 | 0100 | | ACTV | PROJECT | RPT CAT | GENRL | FUTR | Dist. Amt. |
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| | ****** | | | | | | | | | LIN | IE TOTAL: | 0.00 |

REQUISITION TOTAL:

0.00



City of Chicago Richard M. Daley, Mayor Department of Public Health

Terry Mason, M.D., F.A.C.S. Commissioner

333 South State Street Chicago, Illinois 60604 (312) 747-9884 (312) 747-9888 (24 hours)

http://www.cityofchicago.org/health

TO: Montel M. Gayles

Chief Procurement Officer

City of Chicago Department of Procurement Services

Attention: Terrence Glavin

FROM: Terry Mason, M.D., F.A.C.S

Commissioner, Chicago Department of Public Health

DATE: 2/19/2009

RE:

Request for a Sole Source contract with

The University of Illinois at Chicago

The Chicago Department of Public Health (CDPH) requests the establishment of a Sole Source contract with The Board of Trustees at the University of Illinois at Chicago for the services of a registered nurse to provide services to high risk infants who receive care at that Institution. As an employee of the University Medical Center, the U of I Perinatal Department staff nurse is in a unique position to obtain timely and critical information concerning infants born at high risk for sudden death. She has full access to medical records for infants and families, the family situation and the care of the infant in the home physicians and other perinatal staff that provide these services. She is readily available with wealth of information on the family situation and the care of the infant in the home when the high risk infants are brought back to UIC Medical Center for follow-up care.

The UIC Nurse enrolls all infants in the CDPH Cornerstone System (the IDHS record-keeping and monitoring system) located at the CDPH nursing site at 10 S. Kedzie; maintains updated client records in the Cornerstone System, and participates in quality assurance programs and audits for high risk infants as requested. These infants are counted towards the CDPH numbers as part of the Scope of Services.

The UIC Nurse has been providing these services successfully for 7 years.

It is our experience in the field that there are no other vendors that are able to provide the same scope of services for a similar cost. Furthermore, they do not have ready access to the health care staff and the infants or the family medical records.

Thank you for your assistance in this matter. If you have any questions or need additional information, please contact Mauricio Beltran at 312-747-9658 or Rosemary Lebron at 312-747-9657.

CC: Rosemary Lebron

Dr. Agatha Lowe





Department: Program:

Chicago Department of Public Health Women and Children's Health Programs

Maternal Child Health Block Grant

APORS - Perinatal Nurse

Contract Period: July 1, 2008 through June 30, 2011

Contact Persons: Agatha Lowe, 312-747-9698 Denise Andre', 312-745-1667

PROCUREMENT HISTORY

The Chicago Department of Public Health (as is the case with other Health Departments in Illinois) is charged with the responsibility of providing home follow-up services to infants who are born at high risk for death and disability. These infants number approximately 7,560 per year, and are expected to be monitored for approximately two years. Federal and state funds for High Risk Infant Follow-Up are managed by the Illinois Department of Human Services Division of Community Health and Prevention.

The mission of the federally funded (HRSA) Maternal and Child Health (MCH) Block Grant Program is to improve the health of all mothers, children, and their families. The federal MCH Block Grant awarded to the State of Illinois is administered by the Illinois Department of Human Services (IDHS) Division of Community Health and Prevention. IDHS, in turn, awards the Chicago Department of Public Health a mini-block grant to provide direct health services and enabling services to pregnant women, children and women of reproductive age in the city of Chicago.

This contract allows for the provision of follow-up nursing services to High Risk Infants who present with any of the following conditions at birth (referred to as adverse pregnancy outcomes):

- a serious congenital infection;
- an endocrine, metabolic or immune disorder;
- a blood disorder;
- birth weight less than 1,501 grams;
- a positive urine toxicology for any drug or signs of drug toxicity or withdrawal;
- discharge from a neonatal intensive care unit; or
- a congenital anomaly or other conditions, such as intrauterine growth retardation.

The State requires that hospitals refer the families of these infants plus those who experience a death in the first month after birth (neonatal death) to local health departments for follow-up services via the Adverse Pregnancy Outcome Reporting System (APORS.)

The goals of follow-up services are to promote optimal growth and development of the infant, teach the family how to care for the infant, prevent complications, decrease parental stress and potential for abuse, and ensure early identification and referral for further treatment and evaluation, and decrease mortality. The public health nurses ensure that the families are referred to and receive services from programs such as WIC, Primary Care, Early Intervention, pediatric medical care, and others depending on the needs of the family.

Referrals are initiated at Level III hospitals (those with the resources to care for these infants) such as the University of Illinois at Chicago, University of Chicago Medical Center, etc., and are sent to the Division of Epidemiology at IDPH (they maintain the data base). The hospitals also send a medical report to the public health nurses who provide follow-up services.

The University of Illinois at Chicago has been awarded a contract as a delegate agency since 2001 to provide follow-up services to the families of high risk infants identified by the APORS at the University of Illinois at Chicago. The services have been provided by a nurse case manager who is a UIC employee.

Chicago Department of Public Health

Program:

Women and Children's Health Programs

Maternal Child Health Block Grant

APORS - Perinatal Nurse

Contract Period:

July 1, 2008 through June 30, 2011

Contact Persons: Agatha Lowe, 312-747-9698

Denise Andre', 312-745-1667

ESTIMATED COST

1. The estimated cost will be \$63,000 each year or a total of \$189,000 based on the Chicago Department of Public Health's Maternal Child Health Block Grant's budget and contract period (July 1, 2008 to June 30, 2009, July 1, 2009 to June 30, 2010, July 1, 2010 to June 30, 2011). The funding source will be the Maternal and Child Health Services portion of the Illinois Department of Human Services Division of Community Health and Prevention.

- 2. The following is the estimated cost by fiscal year: July 1, 2008 June 30, 2009 (\$63,000), July 1, 2009 - June 30, 2010 (\$63,000), July 1, 2010 - June 30, 2011 (\$63,000). Estimated contract total: \$189,000. Maximum contract amount: \$250,000.
- 3. This amount (\$63,000 per fiscal year) has been agreed upon between CDPH and UIC. The previous contract amount was \$63,885. This cost is approximately 68% of the salary and benefits paid by the Contractor to the nurse providing the services. The cost for the City to provide the same services with a nurse with similar experience would be approximately \$92,416.
- 4. The proposed Contractor or City does not have a substantial dollar investment in original design, tooling, or other factors, which will be duplicated at City expense if another source was considered.
- 5. This amount (\$63,000 per fiscal year) has been agreed upon between CDPH and UIC. This cost is approximately 68% of the salary and benefits paid by the Contractor to the nurse providing the services. No other contractor can provide this service. The individuals followed by this nurse receive their follow-up medical care at the University of Illinois at Chicago Medical Center. As an employee of that Institution, she has access to their medical providers, and medical information. She is in a unique position to share information from both the field and the Institution that results in better continuity of care for the infants. The City's and the client's measurable benefits will be that no other nurses, including CDPH staff, have this unique ability provide this level of service at the amount agreed upon.

Chicago Department of Public Health

Program:

Women and Children's Health Programs

Maternal Child Health Block Grant

APORS - Perinatal Nurse

Contract Period:

July 1, 2008 through June 30, 2011

Contact Persons: Agatha Lowe, 312-747-9698 Denise Andre', 312-745-1667

SCHEDULE REQUIREMENTS

1. The current service period is July 1, 2008 - June 30, 2009, which coincides with the fiscal year of the grant.

- 2. The Perinatal Department staff nurse at the UIC is in the most advantageous position to obtain timely information and to advise families of infants at UIC, and to provide follow-up to these high risk infants who return to that center for specialized care, for a period of two years.
- 3. The Chicago Department of Public Health (as is the case with other Health Departments in Illinois) is charged with the responsibility of providing home follow-up services to high risk infants. The Illinois Department of Human Services expects the infants to be monitored for approximately two years. The UIC staff nurse provides the CDPH with quarterly reports of clients managed by the program, and this information is included in regular reports to IDHS as required by them. Any delays in providing reports during the proscribed time frame from IDHS can result in a negative finding when the program is audited.
- 4. The services provided include, but are not limited to: conducting physical assessments in the home; monitoring the growth and development of the infant; teaching parents or caregivers the proper care of the infant, including the need to keep medical appointments, and to ensure that they follow all doctor's instructions; linking the parents/care-givers with needed social services, and helping the parents cope with dealing with their reactions to the birth of a less than perfect baby. The UIC nurse who is currently providing this service is in the most advantageous position to obtain timely information and to advise the families of infants who return to that center for specialized care. She is also familiar with the physicians' preference for treatment. The competitive bidding process would not result in the similar provision of these services to the high risk infants discharged from UIC Medical Center.

Program:

Chicago Department of Public Health

Women and Children's Health Programs Maternal Child Health Block Grant

APORS - Perinatal Nurse

Contract Period: July 1, 2008 through June 30, 2011

Contact Persons: Agatha Lowe, 312-747-9698

Denise Andre', 312-745-1667

EXCLUSIVE OR UNIQUE CAPABILITY

UIC's Perinatal Department has over 20 years of experience conducting community outreach and case management services to women and children and working with minority communities in general. The UIC staff is multi-ethnic and understands the importance of developing community trust and relationships as well as possessing the knowledge and experience of working in the field of maternal and child health.

As is being emphasized in this document, the UIC's Perinatal Department staff nurse at the UIC is in the most advantageous position to obtain timely information about the high risk infants, as she has full access to the infants and families, the medical records, and the physicians and other perinatal staff. As a UIC employee, she is readily available when the high risk infants are brought back to the UIC for follow-up care. These patients are counted towards the CDPH numbers, therefore as part of the Scope of Services, she also enrolls all infants in the CDPH Cornerstone System (the IDHS record-keeping and monitoring system), located at the CDPH nursing site at 10 S. Kedzie, and maintains updated client records in the Cornerstone System. She also participates in quality assurance programs and audits of the high risk infants as requested.

The Perinatal Department staff nurse at the UIC has been successfully providing these services for 7 years.

There is no reason to believe that any other vendor will provide the same scope of services for the same cost, and will also have as ready access to the infants, families, medical records and physicians at the UIC.

Program:

Chicago Department of Public Health

Women and Children's Health Programs Maternal Child Health Block Grant

APORS - Perinatal Nurse

Contract Period:

July 1, 2008 through June 30, 2011

Contact Persons: Agatha Lowe, 312-747-9698

Denise Andre', 312-745-1667

MBE/WBE COMPLIANCE PLAN

The UIC is a not-for-profit entity and will request a waiver to completing the Minority Business Enterprise commitment and Women and Minority Business commitment. A waiver is currently active for UIC as the sole source for the Greater Englewood Healthy Start Initiative program evaluation.

UNIVERSITY OF ILLINOIS ATCHICAGO

Office of The Director UIC Neighborhoods Initiative (MC 802) 845 South Damen Avenue, Suite 508 Chicago, Illinois 60612

To: The Chicago Department of Public Health

From: Cynthia Barnes- Boyd, PhD, FAAN

Re: APORS - Perinatal Nurse

Date: January 27, 2009

We are a not-for-profit and requesting a waiver in completing the Minority Business Enterprise Commitment and Women and Minority Business commitment.

If you have any questions feel free to contact Angela Ellison, Associate Director of Community Engagement at 312-996-4880.

Thank You

Best Regards,

Cynthia Barnes-Boyd, PhD, FAAN Director, Neighborhoods Initiatives

anthro Bayes

Assistant Dean, Division of Community Health



City of Chicago Richard M. Daley, Mayor

Department of Public Health

Terry Mason, M.D., F.A.C.S. Commissioner

333 South State Street Chicago, Illmois 60604 (312) 747-9884 (312) 747-9888 (24 hours)

http://www.cityofchicago.org/health

Department: Program:

Chicago Department of Public Health Women and Children's Health Programs

Maternal and Child Health Block Grant

APORS - Perinatal Nurse

Contract Period:

July 1, 2008 through June 30, 2011

SCOPE OF SERVICES

The Chicago Department of Public Health (as is the case with other Health Departments in Illinois) is charged with the responsibility of providing home follow-up services to infants who are born at high risk for death and disability because of conditions such as heart defects, extreme prematurity, very low birth weight, or exposure to drugs, etc. These infants number approximately 7,560 per year, and are expected to be monitored for approximately two years.

The mission of the federally funded (HRSA) Maternal and Child Health (MCH) Block Grant Program is to improve the health of all mothers, children, and their families. Specifically the program seeks to: (1) assure access to quality care, especially for those with low-incomes or limited availability of care; (2) reduce infant mortality; (3) provide and ensure access to comprehensive prenatal and postnatal care to women (especially low-income and at risk pregnant women); (4) increase the number of children receiving health assessments and follow-up diagnostic and treatment services; (5) provide and ensure access to preventive and child care services as well as rehabilitative services for certain children; (6) implement family-centered, community-based, systems of coordinated care for children with special health care needs (CSHCN); and (7) provide toll free hotlines and assistance in applying for services to pregnant women with infants and children who are eligible for Title XIX (Medicaid).

The federal MCH Block Grant awarded to the State of Illinois is administered by the Illinois Department of Human Services (IDHS) Division of Community Health and Prevention. IDHS, in turn, awards the Chicago Department of Public Health a mini-block grant to provide direct health services and enabling services to pregnant women, children and women of reproductive age in the city of Chicago. Services are provided to the non-Medicaid and medically indigent population in CDPH clinics and in community settings. Funds are used for a number of programs including public health nurse home visits and infant mortality reduction.

The Chicago Department of Public Health requires a perinatal staff nurse to track and provide home follow-up nursing services for approximately 200 high risk infants annually who receive care in the University of Illinois at Chicago Specialty Clinic on discharge from the UIC Intensive Neonatal Care Unit. The perinatal staff nurse must obtain timely information and advise the families of







City of Chicago Richard M. Daley, Mayor

Department of Public Health

Terry Mason, M.D., F.A.C.S. Commissioner

333 South State Street Chicago, Illinois 60604 (312) 747-9884 (312) 747-9888 (24 hours)

http://www.cityofchicago.org/health

infants who return to that center for specialized care. The nurse should be familiar with the physicians' preference for treatment.

The perinatal staff nurse will:

- Provide written and/or verbal notification to the Chicago Department of Public Health Central intake office of all infants being admitted to the program.
- Complete the required IDHS/IDPH forms concerning notification of contact with the infant on discharge from hospital.
- Provide follow-up to infants in accordance with the MCH Rules and Regulations for the management of high risk infants for a period of two years.
- Enroll all infants in the CDPH Cornerstone System via a reach-out system at the CDPH field nursing site at 10 South Kedzie Avenue.
- Maintain updated client records in the CDPH Cornerstone system.
- Provide the CDPH Director of APORS/Case Management with a quarterly report of clients managed by the program.
- Participate in quality assurance program and audits of high risk infants as requested.

The Chicago Department of Public Health Coordinator of Central Intake will:

- Provide the UIC nurse with orientation to: a) the CDPH Central Intake; and b) the requirements for the case management of high risk infants.
- Provide updates as necessary re: changes in the policies for the Management of high risk infants.
- Provide guidance in quality assurance and audits to assure high quality case management to high risk infants.

The CDPH will facilitate the implementation of the reach-out between the UIC and the field nursing site at 10 South Kedzie Avenue.





UNIVERSITY OF ILLINOIS ATCHICAGO

Office of The Director UIC Neighborhoods Initiative (MC 802) 845 South Damen Avenue, Suite 508 Chicago, Illinois 60612

SCOPE OF SERVICES PROPOSAL Between THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINIOS on behalf of UIC Neighborhood Initiatives And THE CHICAGO DEPARTMENT OF PUBLIC HEALTH For APORS – Perinatal Nurse

This Agreement is made and entered into between the **Board of Trustees of the University of Illinois**, a body corporate and politic whose principal office is at Urbana, Illinois, on behalf of the **Neighborhood Initiatives, Division of Community Health**, hereinafter referred to as the **University**, hereby enter into an agreement for the provision a UIC Perinatal Nurse for the APORS program within the **Chicago Department of Public Health** with principal address at 333 South State Street, Chicago, Illinois, 60604 hereinafter referred to as the **Department**.

The Chicago Department of Public Health (as is the case with other Health Departments in Illinois) is charged with the responsibility of providing home follow-up services to infants who are born at high risk for death and disability because of conditions such as heart defects, extreme prematurity, very low birth weight, or exposure to drugs, etc. These infants number approximately 7,560 per year, and are expected to be monitored for approximately two years.

The Chicago Department of Public Health requires a perinatal staff nurse to track and provide home follow-up nursing services for approximately 200 high risk infants who receive care in the University of Illinois at Chicago Specialty Clinic on discharge from the UIC Intensive Neonatal Care Unit. The perinatal staff nurse must obtain timely information and advise the families of infants who return to that center fore specialized care. The nurse should be familiar with the physicians' preference for treatment.

UIC

UICNI Deliverables:

The perinatal staff nurse will:

- Provide written and/or verbal notification to the Chicago Department of Public Health Central intake office of all infants being admitted to the program.
- Complete the required IDHS/IDPH forms concerning notification of contact with the infant on discharge from hospital.
- Provide follow-up to infants in accordance with the MCH Rules and Regulations for the management of high risk infants for a period of two years.
- Enroll all infants in the CDPH Cornerstone System via a reach-out system at the CDPH field nursing site at 10 South Kedzie Avenue.
- Maintain updated client records in the CDPH Cornerstone system.
- Provide the CDPH Director of APORS/Case Management with a quarterly report of clients managed by the program.
- Participate in quality assurance program and audits of high risk infants as requested.

CDPH Responsiblities

The Chicago Department of Public Health Coordinator of Central Intake will:

- Provide the UIC nurse with orientation to: a) the CDPH Central Intake; and b) the requirements for the case management of high risk infants.
- Provide updates as necessary re: changes in the policies for the Management of high risk
- Provide guidance in quality assurance and audits to assure high quality case management to high risk infants.

The CDPH will facilitate the implementation of the reach-out between the UIC and the field nursing site at 10 South Kedzie Avenue.

Both parties agree to review the scope of service and deliverables for subsequent grant years no later than August 1st of the preceding grant year.

DURATION OF CONTRACT/RENEWAL OPTIONS I.

The term of this agreement shall be from July 1, 2008 through June 30, 2009. This agreement may be automatically renewed by mutual agreement of both parties until the end of the contract June 30,

II. **ADMINISTRATION OF CONTRACT**

Program:

Cynthia Barnes-Boyd, Ph.D., FAAN Director UIC Neighborhoods Initiative Assistant Dean Community Health Initiatives M/C802

Contractual:

The Board of Trustees of the University of Illinois 310 Marshfield Building M/C560

UIC

845 South Damen, Room 506 Chicago, Illinois 60612 (312) 355-0732

809 South Marshfield Chicago, Illinois 60612-7227 (312) 996-3135

IV. <u>COMPENSATION</u>

The University agrees to fulfill the responsibilities detailed in this contract for the CDPH subject to the final approval of the budget by the Human Resources Services Administration (HRSA). The parties agree to review the proposed budget for subsequent years no later than April 30 of the each year of the contract. All parties agree that the final budget for evaluation activities in subsequent years is subject to the availability of funds for the total project.

Method of payment

me Bayer

To receive payment The University will invoice the Department twice of year in the amount of 31,500.

III. APPROVAL AND EFFECTIVE DATE

SIGNATURES FOR THE UNIVERSITY OF ILLINOIS:

Cynthia Barnes-Boyd, Ph.D., FAAN Director, UIC Neighborhoods Initiatives Assistant Dean, Community Health Initiatives

Date 1-27-2009

SIGNATURES FOR CDPH:

Chicago Department of Public Health

Date '

UNIVERSITY OF ILLINOIS ATCHICAGO

Office of The Director UIC Neighborhoods Initiative (MC 802) 845 South Damen Avenue, Suite 508 Chicago, Illinois 60612

Justification For Non-Competitive Procurement APORS UICNI - Perinatal Nurse Case Management Services

Procurement History:

This contract allows for the provision of follow-up nursing services to High Risk Infants who present with any of the following conditions at birth (referred to as adverse pregnancy outcomes):

- a serious congenital infection;
- an endocrine, metabolic or immune disorder;
- a blood disorder;
- birth weight less than 1,501 grams;
- a positive urine toxicology for any drug or signs of drug toxicity or withdrawal;
- discharge from a neonatal intensive care unit; or
- a congenital anomaly or other conditions, such as intrauterine growth retardation.

The State requires that hospitals refer the families of these infants plus those who experience a death in the first month after birth (neonatal death) are referred to local health departments for follow-up services via the Adverse Pregnancy Outcome Reporting System (APORS.)

The goals of follow-up services are to promote optimal growth and development of the infant, teach the family how to care for the infant, prevent complications, decrease parental stress and potential for abuse, and ensure early identification and referral for further treatment and evaluation, and decrease mortality. The public health nurses ensure that the families are referred to and receive services from programs such as WIC, Primary Care, Early Intervention, pediatric medical care, and others depending on the needs of the family.

Referrals are initiated at Level III hospitals (those with the resources to care for these infants) such as the: University of Illinois Medical Center, University of Chicago Medical Center etc. and sent to the Division of Epidemiology at IDPH (they maintain the data base). The hospitals also send a medical report to the public health nurses who provide follow-up services. Federal and state funds for High Risk Infant Follow-Up are managed by the Illinois Department of Human Services Division of Community Health and Prevention.

UIC

UICNI has over 20 years of experience conducting community outreach and case management services to women and children and working with minority communities in general. UICNI staff is multi-ethnic and understand the importance of developing community trust and relationships, as well as possessing the knowledge and experience of working in the field of maternal and child health. UICNI is well established and has extensive experience in working with diverse communities.

The intent of this proposal is to allow UIC Neighborhood Initiative through it Perinatal Nurse to provide ongoing case management and support service to women and their families who have had a adverse pregnancy outcome. To clarify our uniqueness in fulfilling this role the following are the items to be considered.

As is being emphasized in this document, the UIC's Perinatal Department staff nurse at the UIC is in the most advantageous position to obtain timely information about the high risk infants, as she has full access to the infants and families, the medical records, and the physicians and other perinatal staff.

As a UIC employee, she is readily available when the high risk infants are brought back to the UIC for follow-up care. These patients are counted towards the CDPH numbers, therefore as part of the Scope of Services, she also enrolls all infants in the CDPH Cornerstone System (the IDHS record-keeping and monitoring system), located at the CDPH nursing site at 10 S. Kedzie, and maintains updated client records in the Cornerstone System.

The UIC Nurse also participates in quality assurance programs and audits of the high risk infants as requested.

The Perinatal Department staff nurse at the UIC has been successfully providing these services for 7 years.

In addition UICNI has been providing case management and support services to the target population since 1987. Consequently this provides staff with a deep understanding of the needs and challenges faced by the families enrolled in this project. UIC staff has the cultural knowledge as well as the experience to meet the needs of the families and be effective in assisting families in maintaining a good quality of life.

There is no reason to believe that any other vendor will provide the same scope of services for the same cost, and will also have as ready access to the infants, families, medical records and physicians at the UIC.

UIC

The following criteria were used in the selection of the APORS Perinatal Nurse: experience in working with communities, experience in working with minority populations, access to target population and a history of providing maternal and child case management services.

Inthia Baya

1-27-2009 Date

Cynthia Barnes-Boyd, PH.D, RN
Director of Neighborhood Initiatives, UIC
Director of Healthy Cities Collaborative, UIC
UIC Great Cities Institute

Josephine Murray 5906 W. Midway Park Chicago, Illinois 60644 (312) 921-0292

EDUCATION:

Baccalaureat Completion Program, Loyola University, Chicago, Illinois 1988

Associates Degree Program, H.S. Truman College, Chicago, Illinois, May

1983

PROFESSIONAL LICENSURE:

Registered Nurse: Illinois

PROFESSIONAL EXPERIENCE:

University of Illinois at Chicago, 1985-Present

Program Director, University of Illinois at Chicago Neighborhoods Initiative/Chicago Department of Public Health APORS Program, 2001-Present

Training Coordinator/Instructor, University of Illinois at Chicago

Developmental Follow-up Nurse/Case Manager High Risk Follow-up Nurse

Program Coordinator/Case Manager/High Risk Follow-up Nurse

Families with a Future Liaison/REACH Nurse

Program Director Healthy Moms/Healthy Kids Program

Program Consultant/REACH Program

Staff Nursing, Healthstaff, Oakbrook, Illinois, 1992-1994

Agency Nurse, Northwestern Memorial Hospital, Chicago, Illinois, 1984-1990

Staff Nurse, Commodore Inn Mental Health, Chicago, Illinois, 1983

Staff Nurse, Medical-Surgical Nursing.

PROFESSIONAL MEMBERSHIPS:

Perinatal Association of Illinois

References Available Upon Request



City of Chicago Richard M. Daley, Mayor

Department of Public Health

Terry Mason, M.D., F.A.C.S. Commissioner

333 South State Street Chicago, Illinois 60604 (312) 747-9884 (312) 747-9888 (24 hours)

http://www.cityofchicago.org/health

MEMORANDUM

TO:

James McDonald

Chief Assistant Corporation Counsel

Law Department

Andrea Gibson

Deputy Budget Director

Office of Budget

Linda Whitaker Deputy Comptroller Comptroller's Office

FROM:

Erica Salem

Assistant Commissioner

RE:

GRANT AWARD

DATE:

July 10, 2008

Attached is the fully executed FY 2009 grant awards for the following programs: All Our Kids Early Childhood Networks (\$110,000), Breastfeeding Peer Counseling (\$2,500), Family Case Management-Chicago (\$2,702,300), Family Planning Services (\$960,400), Healthy Child Care Illinois (\$270,000), Healthy Families Illinois (\$246,300), Maternal and Child Health Services (\$5,017,400), Supplemental Nutrition Program for Women Infants and Children (WIC) (\$5,017,400), Domestic Violence-Special Project (\$200,000) and Targeted Intensive Prenatal Case Management (\$731,100). This is an agreement between the Chicago Department of Public Health (CDPH) and the Illinois Department of Human Services (IDHS).

If you require any additional information, please contact Daryl Murphy x7-9826.

Thank you.

cc:

Carlos Barrios Agatha Lowe Michael Asongwe Mila Maningding Emily Muskovitz Leslie Landis Perlita Santos



City of Chicago Richard M. Daley, Mayor

Department of Public Health

Terry Mason, M.D., F.A.C.S. Commissioner

333 South State Street Chicago, Illinois 60604 (312) 747-9884 (312) 747-9888 (24 hours)

http://www.cityofchicago.org/health

June 16, 2008

Mary Hebert
Illinois Department of Human Services
535 West Jefferson
Springfield, IL 62702-5058

Dear Ms. Hebert:

I am pleased to sign and return the signature page of FY 2009 Community Services Agreement #11GK087000.

With regard to the Community Services Agreement Fiscal Year 2009 (the "Agreement") between the State of Illinois Department of Human Services and the City of Chicago, acting by and through its Department of Public Health, the agreement is made and entered by and between the State of Illinois, Department of Human Services, hereinafter called the "Department," and the City of Chicago, by and through its Department of Public Health, hereinafter called the "Provider." Any certifications made by the Provider herein are made only on behalf of the Department of Public Health.

The Parties agree that this contract shall include the provisions below and incorporate them in the Agreement as if fully set forth therein. If there are any conflicts between this Supplement and the Agreement itself, this Supplement shall prevail.

Section 5(A) - Bribery

The required certification referred to in this section does not apply to the Provider because the City is a political subdivision of the State and the Agreement is a grant from the State and not a procurement contract with the State. 30 ILCS 500/1-10.

Section 5(B) - Bid Rigging

The required certification does not apply to the Provider because the City is a unit of State or local government and is not a "person" as defined under 720 ILCS 5/33E-2.

Section 5(C) - Educational Loan

The required certification is applicable only with respect to individuals and not legal entities such as the City. In any event, any such certification made in this regard by the City herein is only with respect to the City as an entity, and not with respect to any officers, members, employees or agents of the City.

Sections 5(J) - Debt to State

The required certification referred to in this section does not apply to the Provider because the City is a political subdivision of the State and the Agreement is a grant from the State and not a procurement contract with the State. 30 ILCS 500/1-10.

Section 5(K) Grant for the Construction of Fixed Works

For the purposes of the Agreement this required certification is not applicable to the Provider because no fixed works shall be constructed with grant funds received under the Agreement.

Section 5(L) Health Insurance Portability and Accountability Act

For the purposes of the Agreement this required certification is not applicable to the Provider because the Provider will not fund any activity involving the use or disclosure of individually identifiable health information with grant funds received under the Agreement.

Section 5(M) - Sarbanes-Oxley Act/Illinois Securities Law of 1953:

The required certification is not applicable to the Provider because the Sarbanes-Oxley Act refers to publicly traded companies and the City is a political subdivision of the State. Also because the Procurement Code for the purposes of the Agreement does not apply to the Provider, the Provider is also exempt from the Illinois Securities Law of 1953 as it relates to the Procurement Code, 30 ILCS 500/50-10.5.

Section 5(N) - Forced Labor Act

The required certification is not applicable because the Agreement relates to the provision of funds for social adjustment, social rehabilitation and employability services and not one that requires the provider to supply equipment, materials or supplies to the State, so the State Prohibition of Goods from Forced Labor Act (Public Act 93-0307) does not apply.

Section 5(O) - Environmental Protection Act

The required certification referred to in this section does not apply to the Provider because the City is a political subdivision of the State and the Agreement is a grant from the State and not a procurement contract with the State. 30 ILCS 500/1-10.

Section 5(P) - Goods From Child Labor Act

The Parties agree that the Agreement is a contract with the State to fund social services and not one that requires the Provider to supply equipment, materials or supplies to the State, so the State Prohibition of Goods from Forced Labor Act (Public Act 94-0264) is not applicable.

Section 26 - Work Product

The Parties agree that the following language is inserted at the end of the text of Section 26:

"However, if the Provider is a governmental entity, then the Department hereby grants the Provider a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, for government purposes, all work product developed under this Agreement."

Section 29 - Insurance

The Parties agree that the Provider is self-insured for the risks identified in Section 29. The Parties also acknowledge that real property will not be purchased with the funds granted under this Agreement.

Section 41 - Funding Reserve

The Parties agree that Section 41 is deleted.

Sincerely,

Terry Mason, M.D., F.A.C.S.

Commissioner

STATE OF ILLINOIS DEPARTMENT OF HUMAN SERVICES COMMUNITY SERVICES AGREEMENT FISCAL YEAR 2009

This Agreement is by and between the Illinois Department of Human Services, with its principal office at 535 West Jefferson, Springfield, IL 62702-5058, hereinafter referred to as the "Department" and, Chicago Department of Public Health, hereinafter referred to as the "Provider" with its principal address at: DePaul Center, 333 South State Street, 2nd Floor, Chicago, IL, 60604-3972. Payment address: Dept of Finance, Special Accounting Divison, 33 N LaSalle St, 8th Fl., Chicago, IL, 60602.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof, it is agreed as follows:

1. TERM

This Agreement shall be effective July 1, 2008, and shall expire June 30, 2009, unless extended pursuant to the terms hereof.

2. TAXPAYER CERTIFICATION (Provider MUST complete)

Under penalties of perjury, the Provider certifies that 366005820 is the Provider's correct Federal Taxpayer Identification Number Social Security Number (circle one). The Provider is doing business as a (please check one).

| Individual Sole Proprietorship Partnership Corporation (includes Not For Profit) Medical Corporation X Governmental Unit Estate or Trust | Nonresident Alien Pharmacy/Funeral Home/Cemetery Corp Tax Exempt Limited Liability Company (select applicable tax classification) D = disregarded entity C = corporation P = partnership |
|--|--|
| Pharmacy-Non Corporate | ☐ P = partnership |
| | |

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

3. PAYMENT

A. The estimated amount payable by the Department to the Provider under this Agreement is \$15,132,300.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this

Agreement.

- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Grant Funds Recovery Act, (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within 45 days after the expiration of this Agreement. The provisions of 89 Ill Adm Code 511 shall apply to any funds awarded that are subject to the Grant Funds Recovery Act.
- D. If applicable, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990, (31 U.S.C. 6501 et seq.) and any other applicable federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated agreement amount.
- G. Grant funds disbursed under this Agreement and held 30 days by the Provider will be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

4. SCOPE OF SERVICES

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

5. REQUIRED CERTIFICATIONS

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Department recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients. It is the Provider's responsibility to determine which certifications apply to the Provider.

- A. Bribery The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. Bid Rigging The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. Educational Loan The Provider certifies that it is not barred from receiving State Agreements as a result of default on an educational loan (5 ILCS 385).
- D. International Boycott The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979, (50 U.S.C. Appx. 2401 et seq.), or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- E. Dues and Fees The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. Drug Free Work Place The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 or 580/4).
- G. Clean Air Act and Clean Water Act The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- H. Debarment The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (45 CFR Part 76).

- I. Pro-Children Act The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18, which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. 6081 et seq.).
- J. Debt To State The Provider certifies that it, or its affiliate, is not barred from being awarded a contract because the Provider, or its affiliate, is delinquent in the payment of any debt to the State, unless the Provider, or its affiliate, has entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if the certification is false (30 ILCS 500/50-11).
- K. Grant For The Construction Of Fixed Works All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- L. Health Insurance Portability and Accountability Act The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42 U.S.C. 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Provider shall maintain for a minimum of six (6) years all protected health information.
- M. Sarbanes-Oxley Act The Provider certifies that neither the Provider nor any officer, director, partner or other managerial agent has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Ill Securities Law of 1953, or that at least 5 years have passed since the date of the conviction. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

- N. Forced Labor Act Provider 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, convict labor, or indentured labor under penal sanction (PA 93-0307).
- O. Environmental Protection Act violatio The Provider certifies in accordance with 30 ILCS 500/50-12 that the bidder or Provider is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).
- P. Goods From Child Labor Act The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this contract have been produced in whole or in part by the labor of any child under the age of 12 (PA94-0264).
- Q. Abuse of Adults with Disabilities Intervention Act The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities to which they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).
- R. Procurement Lobbying Provider 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 providers 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 (EO No. 1 (2007)).

6. BACKGROUND CHECKS

The Provider certifies that neither the Provider, nor any employee assigned to work on the Department's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to work on the Department's premises at least ten (10) working days

prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual at least ten (10) working days prior to their employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks.

7. <u>UNLAWFUL DISCRIMINATION</u>

The Provider, its employees and subcontractors under subcontract, made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- A. The Illinois Human Rights Act (775 ILCS 5)
- B. Public Works Employment Discrimination Act (775 ILCS 10)
- C. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- F. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency)
- G. Charitable Choice In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996

8. LOBBYING

The Provider certifies that no Federally appropriated funds have been paid or will be paid out by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal Agreement, grant, loan or cooperative agreement.

If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. <u>CONFIDENTIALITY</u>

The Provider shall comply with applicable State and Federal statutes, Federal regulations and Department administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

10. LIABILITY

The Department assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. The Provider agrees to hold harmless the Department against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Department.

11. MAINTENANCE AND ACCESSIBILITY OF RECORDS

- A. The Provider shall maintain, for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill Adm Code 509.
- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors, (including The Illinois Auditor General) Federal authorities and any other person as may be authorized by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.

C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. RIGHT OF AUDIT AND MONITORING

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

The Department may request, and Provider will supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights the Provider is entitled to under Federal, State, local law or applicable rules promulgated by the Department.

13. REPORTING REQUIREMENTS

Providers agree to submit programmatic reports as requested and in the format required by the Department. Failure to submit reports may cause a delay in funding.

14. AUDIT REQUIREMENTS

The Provider will annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill Adm Code, 507 (Audit Requirements of the Department of Human Services) to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2009.

15. <u>INDEPENDENT CONTRACTOR</u>

The Provider is an independent contractor under this Agreement and neither the Provider nor any employee or agent of the Provider is an employee of DHS and does not acquire any employment rights with the DHS or the State of Illinois by virtue of this Agreement. The Provider will provide the agreed services and achieve the specified results free from the direction or control of the DHS as to the means and methods of performance. The Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided that in the event for its convenience or otherwise the DHS makes any such equipment and/or supplies available to the Provider, the Provider's use of such equipment or supplies provided by the DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

16. SANCTIONS

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

17. TERMINATION OF THE AGREEMENT

Either party may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

18. POST-TERMINATION/NON-RENEWAL

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this contract, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.
- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.

D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

19. SUBCONTRACTS

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written Departmental approval. In emergencies, the Provider will request approval in writing within 7 days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

20. INTERNET ACCESS

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business email address that will be the primary receiving point for all email correspondence for the Department. The Provider may list additional addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. During any period that the Department directly funds the Provider's Internet service, the Provider must use the Department-assigned email address as their primary email address. The provider may list additional email points of contact in the same manner as listed above. The Provider must notify the Department of any email changes within five (5) business days from the effective day of the change.

21. NOTICE OF CHANGE

The Provider shall give 30 days prior written notice to the Department (contact person[s] listed on Attachment[s]), if there is a change in the Provider's legal status, federal employer identification number (FEIN) or address. The Department reserves the right to take any and all appropriate action.

The Provider agrees to hold harmless the Department for any acts or omissions by the Department resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider will immediately notify the Department in writing.

22. ASSIGNMENT

The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, 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.

23. MERGERS/ACQUISITIONS

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, nor any licensure related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate, or other business structure. The Provider agrees that it will give the Department prior notice of any such action and provide any and all reasonable documentation necessary for the Department to review the proposed transaction to include corporate and shareholder minutes of any corporation which may be involved as well as financial records. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

24. <u>CONFLICT OF INTEREST</u>

The Provider agrees that payments made by the Department, under this Agreement, will not be used to compensate, directly or indirectly, any person: 1) Currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or, 2) Employed by an office or agency of State government of Illinois with compensation annually in excess of \$90,000.00. The Provider may request written approval from the Department for an exemption to this provision.

25. TRANSFER OF EQUIPMENT

The Department shall have the right to require transfer (including title) to the Department of any equipment purchased in whole with Department funds to adhere to the requirements under this Agreement. Equipment means any product (tangible and non-tangible) used in the administration and/or operation of the program having a useful life of two years or more and an acquisition cost of at least \$500. The Department will notify the Provider in writing upon termination or any notice required by paragraph 17 thereof of this Agreement or any subsequent Agreement for these services, if it will require the transfer of such equipment.

26. WORK PRODUCT

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software, websites and their domain names, or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the Department. There shall be no dissemination or publication of any such work product without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

Upon written consent of the Department, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

The Provider may not copyright, or register the material without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

27. RELEASES

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "funding provided in whole or in part by the Illinois Department of Human Services". Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice to the Provider.

28. PRIOR NOTIFICATION

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with the Department in joint or coordinated releases of information.

29. <u>INSURANCE</u>

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement. If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement, such money shall be surrendered to the Department. If the Provider's cost of property and casualty insurance increases by 25% or more, or if new state regulations impose additional costs to the Provider during the term of this Agreement, then the Provider may request the Department to review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any Agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

30. <u>LAWSUITS</u>

Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.), as interpreted by the Illinois Attorney General. The Department makes no representation that Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

31. GIFTS AND INCENTIVES PROVISION

The Provider is prohibited from giving gifts to Department employees (5 ILCS 430/10-10). The Provider will provide the Department with advance notice of the Provider's providing gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

32. RENEWAL

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

33. <u>AMENDMENTS</u>

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing, and signed by the parties.

34. <u>SEVERABILITY</u>

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

35. WAIVER

No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Provider may rely, for the purpose of denial of such a right or remedy to the Department.

36. <u>LAWS OF ILLINOIS</u>

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.

37. STATUTORY/REGULATORY COMPLIANCE

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, federal regulations, state administrative rules, including 89 Ill Adm Code 509 and any and all licensure and/or professional certification provisions.

38. ATTACHMENTS AND PROGRAM MANUALS

The following Attachment(s), any document(s) and Program Manuals referenced in the Attachment(s) are hereby incorporated into this Agreement and can be found on the following Department website: http://www.dhs,state.il.us/page.aspx?item=34245

Name of Program or Service Area

Division of Community Health and Prevention

Attachment # Dollar Amount

E \$15,132,300.00

Total Dollar Amount:

\$15,132,300.00

39. PRECEDENCE

In the event there is a conflict between this Agreement and any of the Attachments or documents referenced in the Attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the statute(s) or rule(s) shall control.

40. ENTIRE AGREEMENT

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

41. FUNDING RESERVE

Reductions in Amounts Payable: Notwithstanding anything to the contrary contained herein or in any attachment or exhibit made a part hereof, the amount payable, or estimated amount payable, to vendor/provider under this agreement is subject to a reduction not to exceed two percent (2%) as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of the Department of Human Services, or as may be directed by the Office of the Governor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Illinois

Department of Human Services

Carol L. Adams, Secretary

Date:

JUN - 3 2008

Chicago Department of Public Health

Provider (Agency Name

(Provider or Authorized Designate Signature)

Name: Terry Mason, M.D., F.A.C.S.

(Type or Print)

Title: Commissioner

Date: 5/14/08

Email Address: grants@cdph.org

This Agency is (Check One).

X Not For Profit

™ For Profit

Agraement No. 11GK067000

Illinois Department of Human Services
Division of Community Health and Prevention

Agency Name: Chicago Department of Public Health

FEIN: 366005820

Agreement No. 11GK087000

Attachment E

FY2009 ATTACHMENT COVER SHEET

CONTACT FOR NOTIFICATION

All notices required or desired to be sent by either party shall be sent to the persons listed below.

IDHS CONTACT

Dan Blair

Fiscal Manager

535 W. Jefferson, 3rd Floor Springfield, IL 62702-5058 Phone: (217) 524-7758

TTY #:

Fax #: (217) 524-2491

Email Address: Dan.Blair@illinois.gov

PROVIDER CONTACT

Erica Salem

Assistant Commissioner

333 South State Street, 2nd Floor

Chicago, IL 60604-3972

Phone: (312) 747-9430

TTY #:

Fax #: (312) 747-1031

Email Address: salem_erica@cdph.org

Advance payments may be allowed under the programs listed below:

| Program ALL OUR KIDS EARLY CHILDHOOD NETWORKS | | Method of Payment Grants | Subject to Grant Fund Recovery Act YES | Method of Reconciliation* Expenses | Service Projections N/A | Unit of Service N/A | |
|---|-------------|--------------------------------|---|--|-------------------------------|---------------------------|----------------|
| BREASTFEEDING PEER COUNSELING | K11GK087980 | Grants | YES | Expenses | N/A | N/A | \$2,500.00 |
| FAMILY CASE MANAGEMENT-CHICAGO | K11GK087310 | Grants | YES | Expenses/Services | N/A | N/A | \$2.702.300.00 |
| FAMILY PLANNING SERVICES | K11GK087350 | Grants | YES | Services | N/A | N/A | \$960,400.00 |
| HEALTHY CHILD CARE ILLINOIS | K11GK087420 | Granes | YES | Expenses | N/A | N/A | \$270.000.00 |
| HEALTHY FAMILIES ILLINOIS | K11GK087400 | Granus | YES | Expenses | N/A | N/A | \$246.300.00 |
| MATERNAL AND CHILD HEALTH SERVICES | K11GK087280 | Grants | YES | Expenses/Services | N/A | N/A | \$5.017.400.00 |
| SPECIAL PROJECT | K11GK087000 | Grants | YES | Expenses | N/A | N/A | \$200,000,00 |
| SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN INFANTS AND CHILDREN | K11GK087900 | Grants | YES | Expenses | N/A | N/A | \$4.892,300.00 |
| TARGETED INTENSIVE PRENATAL CASE MANAGEMENT | K11GK087440 | Grants | YES | Expenses/Services | N/A | N/A | \$731.100.00 |

Attachment Total \$15.132.300.00

NA - Not Applicable

*Expenses - Program is subject to reconciliation based on Rule 511.10a.

*Deliverables - Program is subject to reconciliation based on Rule 511.10b.

Illinois Department of Human Services Division of Community Health and Prevention

Agency Name: Chicago Department of Public Health

FEIN: 366005820

Agreement No. 11GK087000

Attachment E

FY2009 ATTACHMENT COVER SHEET - ADDENDUM

| Program | Performance Measures |
|-------------|--|
| AOK | See your program manual for performance measures |
| WIC-BPC | See your program manual for performance measures |
| FCM-CHICAGO | Minimum of 1 Postpartum Depression Screening completed with a goal 100% |
| FCM-CHICAGO | Prenatal Face to Face Visits with the goal 80% |
| FCM-CHICAGO | Minimum of 1 Perinatal Depression Screening completed prenatally with the goal 100% |
| FCM-CHICAGO | Minimum of 1 Developmental Screening completed in first 12 months of life with the goal 100% |
| FCM-CHICAGO | Integration with WIC with the goal 95% |
| FCM-CHICAGO | Insured Children with the goal 95% |
| FCM-CHICAGO | Infant Face to Face Visits with the goal 80% |
| FCM-CHICAGO | Fully Immunized One Year Olds with the goel 90% |
| FCM-CHICAGO | At Least 3 Well Child Visits with the goal 80% |
| FCM-CHICAGO | 1st Trimester Enrollment with the goal 45% |
| FPS | Percent of clients at or below poverty with the goal 70% |
| FPS | Percent of clients receiving an extended exam with the goal 65% |
| FPS | Percent of clients who are adolescents with the goal 30% |
| FPS | Percent of clients at or below 150% of poverty with the goal 85% |
| HCCI | See your program manual for performance measures |
| HFI | At least 2 well-child visits by age 1 with the goel 97% |
| HFI | Assessments completed per full time equivalent FAW with the goal 75% |
| HFI | At least 1 developmental screening between 13 and 24 months of age with the goal 94% |
| 4FI | Breast-feeding Initiation with the goal 75% |
| HFI . | Caseload Capacity with the goal of 85% |
| HFI | Fully Immunized 1-year-olds with the goal 95% |
| HFI | Fully Immunized 2-year-olds with the goal 90% |
| ·FI | Percent of Home Visits Completed with the goal 75% |
| HF1 | Percent of Infants with 1st home visit before 3 mos. with the goal 98% |
| ifi | Successful visits completed in the home with the goal 95% |
| łFI | Target child has a primary care physician with the goal 97% |
| łFI . | At least 2 developmental screenings by age 1 with the goal 94% |
| IFI | At least 1 well-child visit between 13 and 24 months of age with the goal 97% |
| DPH | See your program manual for performance measures |
| PECIALPROJ | See your program manual for performance measures |
| VIC | The proportion of pregnant clients who gain ideal amount of weight with the goal 40% |
| VIC | Integration with FCM with the goal 95% |
| VIC | Insured Children with the goal 95% |
| VIC | Initiation of Breastfeeding with the goal 75% |
| /IC | Fully Immunized 2-year-olds with the goal 90% |
| /IC | Fully Immunized 1-year-olds with the goal 90% |

WIC Duration of Breastfeeding with the goal 45%
WIC 1st Trimester Enrollment with the goal 75%
TIPCM See your program manual for performance measures