

**REQUEST FOR PROPOSALS (RFP)
FOR
CAREGIVER AND CHORE SERVICES FOR AT-RISK OLDER ADULTS**

AUGUST 13, 2015

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

All proposals shall be submitted via the Cyber Grants system to:

Alexandra Cooney,
Deputy Commissioner, Senior Services
Department of Family and Support Services
1615 W. Chicago Ave, 3rd fl. East
Chicago, Illinois 60622

The application can be accessed at:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=39368

**RESPONSES MUST BE RECEIVED NO LATER THAN
SEPTEMBER 4, 2015
AT 12:00 NOON CST**



**RAHM EMANUEL
MAYOR**

**LISA MORRISON BUTLER
COMMISSIONER**

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1. Purpose of the RFP

The City of Chicago, Department of Family and Support Services is seeking interested and qualified respondents to provide services to Chicago's older adults (60 years and older) via two program options. The Caregiver Services program provides counseling and support services to the informal caregivers of seniors, including Respite Services which provide a temporary break between the family caregiver and the family member receiving care. The Chore Services program provides different types of home cleaning to ensure that older adults are able to maintain independence in their own homes. These programs are all funded under Older Americans Act, Title III for the period of October 1, 2015 through September 30, 2016.

A. Background

As the City of Chicago's primary social services provider and administrator, the Department of Family and Support Services (DFSS) manages a comprehensive, client-oriented human service delivery system that employs a holistic approach to improving the quality of life for our most vulnerable residents. DFSS administers resources and provides assistance and support to a network of 370 community-based organizations in order to promote the independence and well-being of individuals, support families, and strengthen Chicago neighborhoods.

DFSS supports services that enhance the lives of Chicago residents, particularly those most in need, from birth through the senior years. DFSS provides families with the resources they need to create a strong developmental and educational foundation for their young children beginning at infancy. Through Early Head Start, Head Start and Child Care programs, Chicago's youngest residents are afforded the opportunity to develop critical early literacy, school-readiness and social-emotional skills in a nurturing and stimulating environment that will prepare them for success in school and beyond, and families can access comprehensive services that can help them support their children learn and develop.

The department also works to promote the independence and well-being of neighborhoods by providing direct assistance and administering resources to a network of community-based organizations, social service providers and institutions.

The Office of Senior services housed within the Department of Family and Support Services is the Area Agency on Aging (AAA), and provides a variety of programs for Chicago's senior residents. Programs include: regional and satellite senior centers offering educational, recreational, fitness, and social activities; Information and Assessment; Benefits Eligibility Check-up; Home Delivered Meals and Congregate Dining; Legal Assistance; Housing Relocation Assistance; Senior Employment and Volunteer Program; Heavy Duty Chore Assistance; Ombudsman, Case Management Services, Caregiver Support, and Assistance for Older Relatives Raising Children.

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

www.cityofchicago.org/fss.

B. Anticipated Term of Contract and Funding Source

The term of contract(s) executed under this RFP will be **from October 1, 2015 – September 30, 2016**. Based on need, availability of funds, federal program regulation and design, and contractor performance, DFSS may extend this term for up to two additional years with each extension not to exceed one year.

It is anticipated that DFSS will chose **one** contractor for **each** program type described in this Senior Caregiver and Chore Service RFP. ***Respondents may bid for one or both of the programs described in this RFP. A separate application will be required for each program bid on.***

This initiative is administered by the Department of Family and Support Services through the Older Americans Act Title III funding received from the State of Illinois Department of Aging and the U.S. Department of Health and Human Services, Administration for Community Living. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, the State of Illinois and the U.S. Administration on Aging, Department of Health and Human Services must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

Should a Respondent’s contract be terminated or relinquished for any reason, DFSS reserves the right to return to the pool of Respondents generated from this RFP to select another qualified Respondent.

The amount granted will be based upon the selected funding area. The anticipated award amounts are:

Caregiver Services: \$195,818

(\$36,700 for Caregiver Services and \$159,118 for Respite Services)

Chore Services: \$72,450

Allowable costs vary by program type and are outlined in the scope of services section.

C. Eligible Respondents

This is a competitive process open to all entities: non-profit, for-profit, faith-based, private and public entities. Ideal Respondents will be able to demonstrate specific knowledge of and experience in providing services to at-risk older adults and their caregivers, if applicable.

Respondents whose existing contracts with DFSS are not in good standing will not be considered for a contract. Agencies not eligible include those that have had a City contract terminated for default; are currently debarred and/or have been issued a final determination by a City, State or Federal agency for performance of a criminal act, abridgement of human rights or illegal/fraudulent practices.

Funding is subject to the availability and appropriation of funds. In addition, Respondents should be aware that the City will make payments for services on a reimbursement basis. Grantees should not plan to receive their first payment until up to 60 days after the beginning of the contract period. **Respondents must be able to proceed with program operations upon award notification.** No advances will be given.

D. Project Location and Accessibility to People with Disabilities

Respondent must be committed to achieving full physical and programmatic accessibility as defined by the Americans with Disabilities Act (ADA). Additionally, the Department of Family and Support Services reserves the rights to ensure that all mandated services are available in each geographic region, and provided in a linguistically and culturally appropriate manner.

2. RFP and Submission Information

The due date for submission of proposals is:

September 4, 2015

Respondents are required to submit an application via our Cyber Grants system. Cyber Grants can be accessed via a link on the DFSS website where you downloaded this RFP or by going to this address:

http://www.cybergrants.com/pls/cybergrants/ao_login.login?x_gm_id=5130&x_proposal_type_id=39368

A. Pre-Proposal Webinar

A Pre-Proposal Webinar will be held on:

August 20, 2015, 10:00 – 11:30 AM

Please register prior to the webinar's start using this link:

<https://attendee.gotowebinar.com/register/311444733353107202>

A link to the completed Webinar will be available on-line at the DFSS website after the time and date listed above for those who cannot attend at the live scheduled time. Please register prior to the Webinar's start.

B. Contact Person Information

Respondents are strongly encouraged to submit all questions and comments related to the RFP via e-mail.

For answers to program-related questions please contact:

Barbara Brun: barbara.brun@cityofchicago.org

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

C. Timeline

Proposal Release Date:	August 13, 2015
Pre-Proposal Webinar:	August 20 , 2015
Proposal Due:	September 4, 2015
Program Year Begins	October 1, 2015

3. Scope of Services

Outlined below are the programmatic descriptions and requirements of the Caregiver and Chore Services programs. Additional application information may be found in the individual applications for each program that accompany this RFP. The General Requirement of Services section outlines common definitions and service components found both program options.

A. General Requirement of Services

The following descriptions of services define and outline service components critical and common to both Caregiver and Chore programs.

i. Accepting Referrals:

All clients other than Caregiver Group Therapy participants must be referred from DFSS to the selected Respondent for services. With the exception of Caregiver Group Therapy participants, the selected Respondent cannot accept direct referrals. This allows DFSS to monitor the number of referrals requested and the follow up services provided to the client. Caregiver Group Therapy participants do not need pre-referral from DFSS. Clients completely new to the Caregiver and Chore programs will need to be referred to DFSS before any services can be received.

ii. Intake/Assessment:

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

The selected Respondent will use DFSS’s approved assessment form(s), along with any additional tool(s) the agency creates to perform an assessment of the client(s) and their situation. The goal of the assessment is to determine the appropriateness of services for the client’s circumstances, to identify any unmet needs and to create a care plan with the client which will be the basis for future sessions and assistance.

Through the assessment process the client and program specialist should determine the most appropriate modality of interaction and expectations for the client’s situation.

The assessment should be performed in-person. However, based on the needs and circumstances of the family/informal caregiver's situation, a telephone assessment can be made for caregiver services.

iii. Care Plans:

During the assessment, the selected Respondent is required to create a care plan with the client(s) for either program. The care plan must address unmet needs and issues identified during the assessment of the older adult and informal/familial caregiver when appropriate. Care plans also must include an agreement with the client on the goals and priorities of the outcome of service. The care plan is expected to measure the effectiveness of the services to be provided.

iv. Case Notes/Files:

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

DFSS may require respondent to utilize the computerized Enterprise Case Management system to maintain case notes, files and client information.

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

The selected Respondent must ensure that client's information in the files is accurate, complete and current. Files will be made available to DFSS upon request to support planning and/or funding decisions.

v. Client Advocacy/Referrals:

During assessment and service delivery, the selected Respondent is required to educate clients and their family/informal caregivers about other services and benefits they may be eligible for.

vi. Emergency/Crisis Assistance:

The selected Respondent will develop, in writing, a policy regarding procedures for handling emergency calls/referrals from DFSS. Staff from the selected Respondent must be available Monday through Friday, 8:30 am to 4:30 pm to handle emergency referrals or calls. Staff must

be available each day the DFSS Senior Services Unit/AAA's Information and Advocacy unit is open to provide referrals.

vii. Access to Services/Service Priority:

The selected Respondent will provide services throughout Chicago to ensure equitable access to all older adults and family/informal caregivers. Caregiver and Chore Services can be provided out of the agency's office(s), in clients' homes, at other locations designated by the client, at the Senior Services' Regional and Satellite Centers or over the phone. Location of service delivery is to be based on the needs and circumstances of the client's situation.

The selected Respondent must provide services for those with hearing impairment. The selected Respondent must make reasonable accommodations for disabled clients; including sign language interpretation, and/or TDD/TTY phone number or other telecommunication devices for the hearing impaired and accessible facilities for those with physical disabilities.

viii. Client Prioritization:

The selected Respondent must develop, in writing, a comprehensive plan to address a high volume demand of requests for services. Clients must be given priority for services based on age, social and economic need as per the Older Americans Act Title III priorities which state: "Give priority for services to older individuals with greatest social and economic needs (with particular attention to low-income older individuals) and older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001))."

For more information about these priorities please refer to:

http://www.aoa.gov/AoA_programs/OAA/resources/doc/title_III_regs_sessions_1321.pdf

ix. Donation:

In accordance with the Older Americans Act, Title III, the selected Respondent may not charge clients or suggest donation for any services provided under this RFP. However, all clients must be given an opportunity to make voluntary contributions should they desire. All donations will be collected by the Respondent and must be used to expand the services and program for which they were collected. Respondent must provide an accounting of all donations accepted.

x. Client Satisfaction Survey:

The selected Respondent must supply all clients with a mechanism for filing complaints or grievances in regards to the Respondent's service delivery. Clients must also be given a mechanism for comments and suggestions on service delivery improvements. DFSS reserves the right to create such a mechanism, to be distributed by the selected Respondent to all clients.

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

xi. Reports/Record Keeping:

The selected Respondent will comply with all Older Americans Act regulations, as well as policies of the Illinois Department on Aging and DFSS for the delivery of services. This includes monthly, quarterly, and annual reports as required.

xii. Public Awareness:

Should the selected Respondent choose to make public notices regarding services available through DFSS Senior Services Unit/AAA funding, they must formally acknowledge the Chicago Department of Family and Support Services as the funding source of the program/service. Public notice efforts can include mass media notices, presentations, public displays, brochures, flyers, posters, or media appearances. Public Awareness campaigns are not mandatory. However, if undertaken, it must be designed to reach a broad cross section of older adults and family/informal caregivers throughout Chicago. Senior Services/AAA reserves the right to require selected Respondent to obtain prior approval of all promotional or media activities associated with services.

xiii. Interagency Coordination:

In order to serve the holistic needs of older adults and their informal/family caregivers, the selected Respondent is required to maintain linkages and communication with other service providers and organizations throughout Chicago. This is especially true of those funded through the Older Americans Act, such as care coordination units, protective services, information and advocacy, legal service, regional centers and satellite centers.

When applicable, the selected Respondent shall develop working relationships with relevant state, federal and non-governmental agencies with respect to service provision needs of the client and informal/family caregivers. This may include, but is not limited to; counseling programs, advocacy organizations, protective service agencies, social services organizations, money management programs, home repair services and in-home care services in an effort to better coordinate services available for clients.

The Program Coordinator/Director or other staff member will participate in monthly Well-Being Taskforce meetings. Other meetings may be required.

xiv. Audits:

The selected Respondent must secure an annual audit of its Federal funds and forward the findings of that audit to Senior Services/AAA within six months after the close of the agency's fiscal year. If the selected Respondent is a not-for-profit organization, expending \$750,000.00

or more in federal awards in a year, then you must submit a program-specific audit of the program(s) funded under this Agreement. This audit must be performed in accordance with program-specific audit requirements contained in Section. 235 of OBM Circulate A-133.

xv. Other:

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

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

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

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

xvi. Staff Monitoring:

The selected Respondent will perform, at a minimum, semi-annual internal monitoring of workers' performance and effectiveness in providing services. Senior Services/AAA will conduct an annual review of the agency's performance and effectiveness in providing services and assessing the needs of clients.

xvii. Personnel Records:

There shall be a written job description for each job category for all paid staff positions which are part of the program.

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

- An employee job description and/or resume;
- Annual performance evaluation;
- Supervisory reports regarding the employee;
- Documentation of the following items:
 - A copy of the particular employee's job description has been provided to the employee;
 - Receipt that the employee has received a copy of current written personnel policies for his/her job category at the time of employment and any subsequent revisions;
 - Receipt that the employee has been informed of the salary range for the specific job category at the time of employment and any subsequent revisions;

- Proof that paid employee benefits and grievance procedures, which are in compliance with both state and federal regulations, have been clearly stated and provided in writing to each employee;
- A record of participation in Department provided/approved training for both paid and volunteer staff; and, all pre-service and in-service training.
- For Chore Services: criminal background check and weekly/monthly job assignment sheets and time sheets signed by the client.

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

B. Caregiver Services

Caregiver Services will be awarded to one contractor who will provide counseling, gap filling and support groups to family caregivers.

i. Counseling Services

a. Definition of Counseling:

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

Therapeutic issues can include, but are not limited to:

- Life/role transitions
- Interpersonal relationships around the care giving role
- Dealing with anxiety and /or depression due to or exacerbated by the care giving role
- Education and acceptance of resources to assist the family/informal caregiver and care recipient

Approved Modalities:

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

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

b. Counseling Unit of Service:

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

Clients are defined as the family/informal caregivers caring for an older adult (60 or older). Either the older adult or the family/informal caregiver must live in the City of Chicago.

c. Counseling Individual/Family Sessions:

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

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

Up to 9 sessions of individual/family counseling plus 1 additional session for assessment, may be provided to each unduplicated caregiver/family in a given fiscal year. For extreme cases and upon written approval of Senior Services/AAA program manager, this amount can be extended for up to an additional 4 sessions.

Individual/family sessions can take place at the selected Respondent's office(s), in the family/informal caregiver's home or other place convenient to caregiver, or over the phone. The decision should be made by caregiver(s) and counselor, based on the needs and circumstances of the family/informal caregiver's situation.

d. Client Termination

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

e. Counseling Group Therapy/Support Groups:

The selected Respondent will facilitate 7 support group sessions each month throughout Chicago at either DFSS regional or satellite centers. Specific locations will be determined by the Senior Services/AAA contract manager. A minimum of one support groups each month must be lead in Spanish or an alternative language that would meet the cultural needs of the community.

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

ii. Gap Filling Services

a. Definition of Gap Filling Service:

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

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

- Purchase of medical supplies, supplements and equipment not covered by Medicare, Medicaid or other insurance.
- Purchase of specialized clothing, furniture, glasses, aids, etc.

b. Gap Filling Unit of Service:

One unit of service equals 1 incident of gap filling assistance. This includes an assessment of needs, identification/education of other resources available to meet needs, the purchasing of an item(s) or coordinating purchases, coordinating the delivery of items and obtaining item(s) receipts.

Eligible clients are Family/Informal Caregivers who provide in-home and community care to a “frail” older adult (60 or older) who lives in the City of Chicago.

The Care Recipient must meet the following definition of “frail” as outlined in subparagraph (A)(i) or (B) of section 102(28) of the Older Americans Act:

“The term “frail” means that the older individual is determined to be functionally impaired because the individual

- a) is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or
- b) due to cognitive or other mental impairments, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.”

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

- **Reimbursement for the exact cost of the item/service purchased for the family/informal caregiver.** Family/informal caregivers may receive up to \$250.00 of appropriate goods or services each fiscal year through gap filling funds. For extreme cases and with the written approval of the Senior Services/AAA program manager, additional funds can be utilized for items/services not mentioned above, as well as for goods/services in excess of \$250.00.
- **\$60.00 for an in-person assessment of caregiver/care recipient by the selected Respondent.**

iii. Respite Services

The maximum amount available per caregiver assessment is \$60.00.

a. Service Priority

Priority of service delivery, when necessary, must be given to those who are suffering or who may potentially suffer psycho-social stresses, situational stresses, any harm of self or care recipient, or any other problems directly related to their care giving responsibilities that create emotional and mental distress.

b. Respite Administration

Respite Services is the approval and arranging of respite dates that the caregiver has requested. This is a direct service to assist the caregiver in obtaining services. The respite administrator will then arrange for the service with the respite providers. The respite administrator will ensure the caregiver is eligible to receive services. The respite administrator will use of Enterprise Case Management (ECM) system to issue the authorization. The ECM software will be installed and training will be included by DFSS/Senior Services.

All referrals will come from DFSS Central Information and Assessment (I&A) at 312-744-4016. The I&A staff will take all the referral information, including the type of respite care (in-home or facility based) needed and the requested respite dates. The referral will be sent onto the respite administrator who will then approve and authorize the request.

iii. Staff Qualifications and Requirements

The staffing pattern must include appropriate management and supervisory staff, clinicians and support staff to provide quality counseling, gap filling and respite assessment services to the family caregivers receiving Title III E services in the city of Chicago.

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

Primary Responsibilities:

1. Supervise staff, with overall responsibility and accountability for program and service delivery.
2. Plan, monitor and coordinate staff to ensure quality service delivery that is reflective of the clients needs and meets the goals outlined in the scope of service of grant award.
3. Determine population needs, evaluate programming and maintain appropriate staffing patterns to meet such needs.
4. Plan, prepare and monitor operating budgets and approve expenditures, to ensure the most cost effective service delivery that maintains quality and integrity while meeting the goals of the grant award.
5. Maintain liaison activity and relationships with the Chicago Department of Family and Support Services, Senior Services Division. Participate in professional organizations, as

appropriate, to expand knowledge and involvement in counseling, gerontology, caregiving and/or social service delivery.

6. Suggest changes in policies and service delivery of current program to increase the effectiveness. Determine the need for services, develop plans and recommend action to be taken to meet the needs.

7. Provide direct client service when necessary and appropriate.

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

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

Primary Responsibilities:

1. Conduct initial intake to determine counseling and psycho-social needs of family/informal caregiver, under close supervision of clinician or coordinator/director.
2. Document all interaction with and on behalf of client.
3. Provide statistical and other reports without errors to Senior Services/AAA adhering to program deadlines.
4. Provide assistance with identifying, purchasing and/or delivering goods/services through the gap filling program.
5. Fulfill all other job responsibilities, as determined by Coordinator/Director.

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

C. Chore Services

i. Definitions

Chore Services are divided into two service components, short term chore and heavy duty chore that are defined below:

a. Short Term Chore Service - Assists clients recovering from an illness or hospitalization on a temporary basis during convalescence. Service activities may include, but are not limited to; housework/cleaning tasks, laundry, shopping, meal preparation, assistance with dressing and grooming, eating, or other activities specific to the individual client's presenting needs.

b. Heavy Duty Chore Service – Care Coordination Unit (CCU) assesses and arranges this service utilizing designated vendors for extensive cleaning on behalf of those clients whose living conditions pose a threat to their health and safety. Heavy Duty Chore service must be provided to all appropriate clients based solely upon their need for service. This may include, but is not limited to; heavy trash removal, moving and cleaning behind furniture, carpet cleaning, washing/disinfecting floors and walls, heavy cleaning of appliances, fixtures and furniture.

ii. Program Goals and Objectives

The main goals of Chore Services are to:

- Strengthen the ability of elderly clients to live independently and safely in their homes in a manner commensurate with appropriate standards of cleanliness and hygiene.
- Help with the client's recovery from illness or surgery until they are able to return to their normal activities.
- Reduce instances of a clients living in unsafe environments.

a. Reimbursable Services

A unit of service is one hour provided directly to the eligible client in his/her home as part of the approved service plan. Service will be authorized and paid in hours. The amount and duration of service needed by the client is determined by the Care Coordination Unit and discussed with representative of DFSS. In the event of uncertainty or tasks that appear beyond the realm of heavy duty chore, situation may also have to be assessed by DFSS representative.

The unit rate for Short Term Chore is \$17.00. The unit rate for Heavy Duty Chore is \$22.50. All unit rates are all-inclusive and include the costs of cleaning supplies purchased by the vendor. This rate includes assessment of situation and travel time. Billing should be specific.

b. Service Maximums

Short Term Chore Services

The maximum number of units utilized per client may not exceed 48 per fiscal year. Each authorized client may receive up to four units twice a week for a six week period. The proposed care plan must be flexible and include length of service delivery plan and specific chores to be accomplished. In some cases, an extension may be authorized by contacting the care coordinator who in turn will discuss with Chicago Department of Family and Support Services program representative on a case-by-case basis.

Heavy Duty Chore Services

The maximum number of units of service per client may not exceed 60 per fiscal year. A team approach to Heavy Duty cleaning can be utilized due to the severity of the household conditions and the intensity of cleaning. **Heavy Duty Chore Service plans will be approved on a case by case basis.** In some cases, an extension may be authorized by care coordinator

contacting the Chicago Department of Family and Support Services program representative for discussion.

Special Provisions

The Respondent must ensure quality service delivery which includes:

The client must first be assessed by a DFSS representative, who will perform a comprehensive assessment and develop a care plan of needs.

The Respondent must insure quality service delivery through: (1) adherence to the client service plans developed by the Care Coordination Units; (2) direct supervision of worker performance in the home of the client; (3) regular in-service training related to the special needs and care of the elderly and efficient performance of chore duties; (4) assurance that the DFSS staff is made aware of all significant changes in a client’s condition; and (5) provision of service forms signed by the client each day that service is received.

4. Evaluation and Selection Procedures

A. Evaluation Process

Each proposal will be evaluated on the strengths of the proposal and the responsiveness to the selection criteria. DFSS reserves the right to consult with other city departments during the evaluation process. Successful Respondent must be ready to proceed with the proposed program within a reasonable period of time upon contracting.

Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive and, therefore, subject to rejection. The Commissioner upon review of recommended agency(ies) may reject, deny or recommend agencies that have applied for grants based on previous performance and/or area need.

The Department of Family and Support Services (DFSS) reserves the right to ensure that all mandated services are available citywide, and provided in a linguistically and culturally appropriate manner.

B. General Selection Criteria

The Proposals will be evaluated on the Respondent’s ability as defined in this RFP. The following criteria will be used in evaluating all proposals:

Points	Criteria
35	Previous Program Experience & Needs of Population to be Served Respondent should demonstrate knowledge of the older adult population as evidenced by a complex understanding of their needs through the use of data and/or previous or current operation of successful programs of a similar nature.

	<p>Respondent should also be able to demonstrate knowledge of programming and benefits for older adults and their caregivers and families.</p>
25	<p>Program Design and Administration Respondent will demonstrate program and administrative design specifically tailored to the stated goals of the program.</p> <p>Proposals will be evaluated on the expertise and ability of the agency to address the required key elements of the proposed program model and fulfill the required program outcomes.</p> <p>For Caregiver Services:</p> <ul style="list-style-type: none"> • Programmatic innovations that identify a ways of providing services faster, in greater detail, at a cost savings or any other efficiency without reducing the quality of the service provided. <p>For Chore Services:</p> <ul style="list-style-type: none"> • Respondent’s ability to initiate client services upon receipt of referral; • The quality of the respondent’s policies for handling emergency situations, client complaints; and program quality control and monitoring.
25	<p>Administrative/Fiscal Capacity Respondent will demonstrate that it has the resources and expertise to assume and meet all administrative and fiscal requirements. This includes the Respondent’s fiscal (including financial management systems), technological, management, administrative and staff capabilities.</p> <p>Overall fiscal soundness, as evidenced by the financial history and record of the organization, as well as audited financial statements (or the equivalent) from recent program years. All respondents must be current on all prior financial or contractual obligations with the City. All respondents must be able to prove that there are no outstanding liens or taxes owed to City, State or IRS.</p> <p>Agency’s demonstrated fiscal and administrative capacity. For current DFSS providers, DFSS will consider all DFSS program and fiscal monitoring reports, as well as expenditure reports indicating agency’s ability to expend funds in a timely manner.</p> <p>The quality of the respondent’s plan for continuing development of staff expertise.</p>
15	<p>Budget Respondent demonstrates a budget that aligns with the program activities and outcomes. The Budget Narrative should demonstrate that costs are reasonable and support the program’s operations.</p>

DFSS reserves the right to seek clarification of information submitted in response to this Application and/or to request additional information during the evaluation process and make site visits and/or require Respondents to make an oral presentation or be interviewed by the review subcommittee, if necessary. Failure to submit a complete proposal and/or to respond fully to all requirements may cause the proposal to be deemed unresponsive, and therefore, subject to rejection.

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

Selections will not be final until the City and the Respondent have fully negotiated and executed a contract. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the Respondent in anticipation of a fully executed contract. Receipt of a final application does not commit the department to award a grant to pay any costs incurred in the preparation of an application.

5. Legal and Submittal Requirements

A description of the following required forms has been included for your information. ***Please note that most of these forms will be completed prior to grant agreement execution but are not necessary for the completion of this proposal.*** A complete list of what forms will be required at the time of contracting is listed at the end of this section.

A. City of Chicago Economic Disclosure Statement (EDS)

Respondents are required to execute the **Economic Disclosure Statement** annually through its on-line EDS system. Its completion will be required for those Respondents who are awarded contracts as part of the contracting process. More information about the on-line EDS system can be found at:

<https://webapps.cityofchicago.org/EDSWeb/appmanager/OnlineEDS/desktop>

B. Disclosure of Litigation and Economic Issues

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

- i. A debtor in bankruptcy; or
- ii. A defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
- iii. A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- iv. A defendant in any criminal action; or

- v. A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- vi. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- vii. A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

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

C. Grant Agreement Obligations

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

D. Funding Authority

This initiative is administered by the Department of Family and Support Services through the Older American's Act Title III funding received from the State of Illinois Department of Aging and the U.S. Administration on Aging. Consequently, all guidelines and requirements of the Department of Family and Support Services, the City of Chicago, the State of Illinois and the U.S. Administration on Aging, Department of Health and Human Services Administration for Community Living must be met. Additionally all delegate agencies must comply with the Single Audit Act if applicable.

E. Insurance Requirements

Provider must provide and maintain at Provider's own expense or cause to be provided, during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

i. Insurance To Be Provided

a) Workers Compensation and Employers Liability

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

b) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, sexual abuse and molestation (with emotional distress as the trigger) and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City of Chicago is to be named as an additional insured under the Provider's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Provider's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Provider must ensure that the City is an additional insured on insurance required from subcontractors.

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

c). Automobile Liability (Primary and Umbrella)

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

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

d) Professional Liability (For Caregiver Services)

When any professional consultants including counselors, case managers, program management and administration professionals perform services in connection with this

Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of services related to the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

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

e) Directors and Officers Liability

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

f) Property

Provider is responsible for any loss or damage at full replacement cost to property of the Senior Homeowners that results from this Agreement.

Provider is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Provider related to this Agreement.

ii. Additional Requirements

Provider must furnish the City of Chicago, Department of Family and Support Services, 1615 West Chicago Avenue, 3rd Floor, Chicago IL. 60622, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Provider must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Provider is not a waiver by the City of any requirements for the Provider to obtain and maintain the specified coverages. Provider must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Provider of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

If the Provider maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

The Provider must require all subcontractors to provide the insurance required herein, or Provider may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Provider unless otherwise specified in this Agreement. Provider must ensure that the City is an additional insured on Endorsement CG 2010 of the insurance required from subcontractors.

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

F. Indemnity

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

G. False Statements

i. 1-21-010 False Statements.

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an proposal, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00

and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

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

ii. 1-21-020 Aiding and Abetting.

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

iii. 1-21-030 Enforcement.

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

H. Compliance with Laws, Statutes, Ordinances and Executive Orders

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

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

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

ii. Governmental Ethics Ordinance, Chapter 2-156: All Respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.

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

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

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

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

viii. (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

(d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the

City's Office of the Inspector General (“IGO Hiring Oversight”), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.