

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET**

FOR NCRB USE ONLY	
Date	
Recommend Approval	9
Return To Dept.	9
Reject	9
Vntd	

4-0
yes

**NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT**

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the **Instructions for Preparation of Non-Competitive Procurement Form** on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Chicago Department of Public Health for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: 73244, copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the Integrated Solutions Consulting (ISC) (Attach List).

Pre-Assigned Specification No.: 109799

Pre-Assigned Contract No.: _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____ Company or Agency Name: Integrated Solutions Consulting (ISC)

Specification #: _____ Contract or Program Description: Comprehensive Emergency Management Plan (CEMP)

Modification #: _____ (Attach List, if multiple)

Christopher Shields

312-747-9783

Originator Name

Telephone

Christopher Shields

Signature

Public Health

Department

09/17/2012

Date

PROCUREMENT HISTORY

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

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

- CDPH has received grant monies for the use of the platform (2012-2017), as part of the PHEP grant.
- The existing CDPH contract with this vendor expired in March 2012.

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

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

ESTIMATED COST

Integrated Solutions Consulting (ISC) Fee Structure:

CDPH would pursue Sole Source contract with ISC, to maintain the existing platform, maintain knowledge of existing subject material, maintain compliance to IDPH mandated information and Federal reporting system structure and assure expediency of statewide public health emergency response planning. CDPH has secured funding within the Public Health Emergency Preparedness (PHEP) grant, approved by the Project Grant office within CDC. Time tables are based on yearly grant requirements, federal guidance for the performance of capabilities and expected audit reporting cycles within the PHEP grant.

Three Year Budget Plan with associated Deliverables; dates

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

SEP 2 2012

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

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

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

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

Year Five (optional)					
Task #	Deliverable	# of weeks	Invoice Date	Cost	Sub-Total and Total
1	Assist with federal reporting structures for grant compliance and monitoring	4	22-Jul-16	\$11,000.00	\$11,000.00
2	Upload and cross-reference new capability measurements across existing plan elements	4	12-Aug-16	\$31,500.00	\$42,500.00
3	Assist with the alignment of planning elements with CDPH's Strategic Plan, state, and Federal planning guidelines	4	9-Sep-16	\$53,600.00	\$96,100.00
4	Assist with the development of reporting structures to support grant project and fiscal monitoring and compliance	10	18-Nov-16	\$24,650.00	\$120,750.00
5	Identification of All-Hazard Plan elements not currently available in existing CEMP platform	10	27-Jan-17	\$67,700.00	\$188,450.00
6	Assist with the integration into the CEMP of planning elements that cross-cut the PHEP capabilities, public health preparedness efforts and any new integrated federal partner elements	20	30-Jun-17	\$130,950.00	\$319,400.00
			30-Jun-17	\$15,600.00	\$335,000.00
					\$335,000.00

Basis for Cost Estimate:

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

SCHEDULE REQUIREMENTS

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

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

Cross-Cutting Budget Allocation:

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

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

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

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

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

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

EXCLUSIVE OR UNIQUE CAPABILITY

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

The Chicago Department of Public Health contracted with Integrated Solutions Consulting in 2007 to provide an electronic system that facilitated the integration of comprehensive and department specific emergency planning doctrine. Added enhancements further expanded the system to allow for plan sharing across multiple jurisdictions and coordinate the completion of CDC Federal audits; local technical assessment reviews (LTAR), for the past 5 years.

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

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

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

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

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

Current IDPH Priorities

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

MBE/WBE COMPLIANCE PLAN

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

APPROVED BY:

DEPARTMENT HEAD OR DESIGNEE

DATE

BOARD CHAIRPERSON

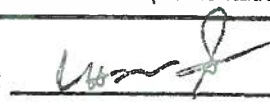
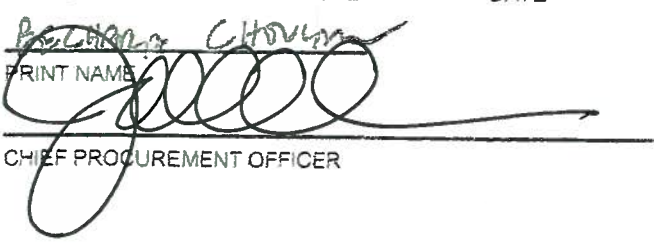
DATE

PRINT NAME

PRINT NAME

CHIEF PROCUREMENT OFFICER

DATE OF APPROVAL

1/22/13



22 January 2013

RICH BUTLER

1/22/13

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT FORM

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Form" in which procurement is requested on a non-bid or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. All applicable questions in each Subject Area below must be answered. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. Also attach a DPS Checklist and any other required documentation. The Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

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

ESTIMATED COST

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

SCHEDULE REQUIREMENTS

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

EXCLUSIVE OR UNIQUE CAPABILITY

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

MBE/WBE COMPLIANCE PLAN

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

OTHER

Explain other related considerations and attach all applicable supporting documents, i.e., an approved ITGB form.

REVIEW AND APPROVAL

This form must be signed by both Originator of the request and signed by the Department Head or authorized designee. After review and final disposition from the Board, this form will be signed by the Chairperson of the Board. After review and final disposition from the Board, this form will be signed by the Chief Procurement Officer for final approval.

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

For DPS Use Only

Date Received

Date Returned

Date Accepted

CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 8/1/2012	Need by (estimated date): 9/1/2012	
Requisition No.: 73244	Contact Person:	Project Manager:
Specification No.: (If known) 109799	Maribel Valdez	Suzet McKinney
PO No.: (If known)	Telephone: 78828	Telephone: 79882
Modification No.: (If known)	Fax: 79398	Fax: 78835
Previous PO No.: (if known)	Email: maribel.valdez@cityofchicago.org	Email: suzet.mckinney@cityofchicago.org

Project Description: Comprehensive Emergency Management Platform

Funding:

City:	<input type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
State:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway		<input type="checkbox"/> Grant*	<input type="checkbox"/> Other:
Federal:	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	<input checked="" type="checkbox"/> Grant*	<input type="checkbox"/> Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
01	012	0847	41	3320	0140	220140		12 KE 71	\$ 1,655,000.00

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE ___ COMMITTED OR ___ SPENT BY DEADLINE: _____ (DATE) Term Estimated Value \$ _____

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT:

THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request

- Blanket/Term/DUR/Agreement
 Master Agreement (Task Order)
 Standard/One-Time Purchase

Forms

- Requisition
 Special Approvals
 Non-Competitive Review Board (NCRB)

Modification/Amendment

- Time Extension**
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify):

Contract Term: 3 years with two 1 year extension options

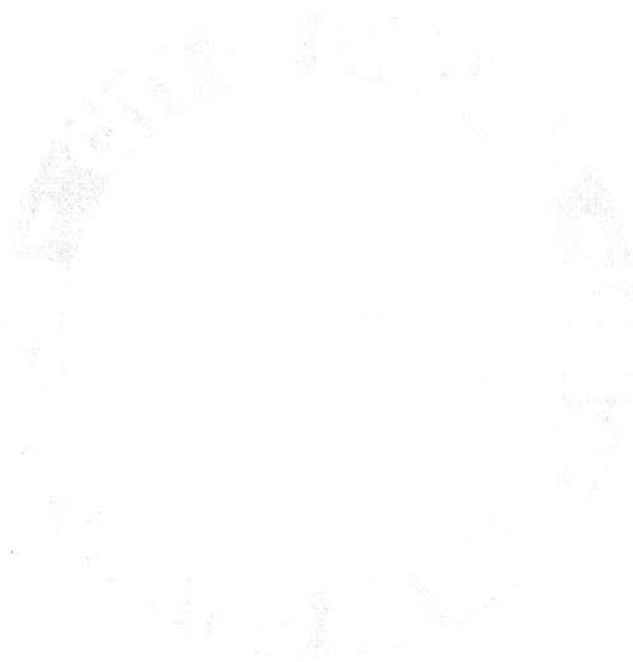
** Requested Term (Number of Months): 60 months

Pre-Bid/Submittal Requirements:

- Mandatory Pre Bid/Submittal Conference? Yes* No
 Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.

DPS PROJECT CHECKLIST



DPS PROJECT CHECKLIST

The following is a general description of what should be included in a Scope of Services or Specification:
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

Required Attachments: Scope of Services, including location, description of project, services required, deliverables, and other information as required

Risk Management

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will services be performed within 50 feet of CTA train or other railroad property?

Yes No

Will services be performed on or near a waterway?

Yes No

If applicable, Pre-Qualification Category No.

Category Description:

For Pre-Qualification Program, attach list of suggested firms to be solicited

Other Agency Concurrence Required: None State Federal Other _____

If Amendment request, please verify and provide the following:

Contractor's Name: INTEGRATED SOLUTIONS CONSULTING

Contractor's Address: 3900 FREEMONT, SUITE I CHICAGO, IL 60613

Contractor's e-mail Address: JOHN.ROGAN@I-S-CONSULTING.COM

Contractor's Phone Number: 773-383-7221

Contractor's Contact Person: JOHN ROGAN

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

DOA sign-off for final design documents.

Yes No

Required Attachments:

Copy of Draft Contract Documents and Detailed Specifications

Risk Management:

Current Insurance Requirements prepared/approved by Risk Management:

Yes No

Will work be performed within 50 feet of CTA or ATS structure or property?

Yes No

Will work be performed airside?

Yes No

*NOTE: Any non-construction Aviation request, complete the applicable section.

Do bid documents contain Sensitive Security Information (SSI)?

Yes* No Redacted

*If yes, attach Confidentiality Statement

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If 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:

COMMODITIES SUPPLEMENTAL CHECKLIST

Required Attachments:

- Detailed Specifications (Scope of Services) including detailed description of the product, delivery location, user department contact, 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
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

Attach Recommendation of MBE/WBE/DBE Analysis Form
Is this a Revenue Producing contract?

- Yes No
 Yes No

If Modification 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:

CONSTRUCTION SUPPLEMENTAL CHECKLIST

Required attachments:

Copy of Draft (80% Completion), Contract Documents and Detailed Specifications
Risk Management

- Current Insurance Requirements prepared/approved by Risk Management
- Will services be performed within 50 feet of CTA train or other railroad property?
- Will services be performed on or near a waterway?

- Yes No
 Yes No
 Yes No

Attach Recommendation of MBE/WBE/DBE Analysis Form

- Yes No

If Modification 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:

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST

If New Request (Check applicable boxes):

- Is this a Request for Information (RFI)?
- Is this a Request for Qualifications (RFQ)?
- Is this a Request for Proposal (RFP)?

- Yes No
 Yes No
 Yes No
 Yes* No

If RFQ or RFP, did any outside Consultant provide advice or deliverables in developing the RFQ or RFP?

*If yes, Company Name: PO#

Attach a narrative explaining the consulting services and deliverables provided.

Is this a Non-Competitive Procurement?

- Yes* No

*If yes, attach completed Non-Competitive Justification form, vendor proposal and completed MBE/WBE compliance plan (Schedules C-1 and D-1) submitted to the Non-Competitive Review Board.

Is this a request for Individual Contract Services?

- Yes* No

*If yes and you seek a sole source contract to hire a person as a Consultant, attach completed Office of Compliance "Request for Individual Contract Services" approval form signed by Department Head, Office of Compliance & OBM.

Is this a Revenue Producing contract?

- Yes No

Does this request involve the purchase of Software?

- Yes* No

*If yes, is City required to sign a software license?

- Yes* No

*If yes, attach descriptions of software and software license agreement.

PROFESSIONAL SERVICES SUPPLEMENTAL CHECKLIST (continued)

Required Attachments (IF RFP/RFQ OR SOLE SOURCE):

Statement of Work (SOW), Deliverables or Scope of Services defined

Does SOW involve any work in the public way?

Yes* No

*If yes, attach list of locations.

Does SOW involve any public improvement to property that requires performance bond or prevailing wage?

Yes* No

*If yes, attach list of locations.

Is City Council approval required?

Yes No

Project or Program Background Information

Project Goals and Objectives

Qualifications or Licenses/Certifications required for any disciplines

Evaluation Criterion desired in RFP or RFQ

Evaluation Committee (EC) members recommended. Attach list of names, titles and departments

Technical and/or Functional Requirements, if applicable

Cost Proposal/Schedule of Compensation structure (If Sole Source, over Contract Term by Milestone Deliverables)

If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

If 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:

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

Required Attachments:

Detailed Specifications including detailed description of the vehicle(s) or equipment, mounted equipment, if any, and options/accessories

Special Provisions (Delivery, Warranty, Manuals, Training, Additional Unit Purchase Options, Bid Submittal Information, etc.)

Delivery Location(s)

Technical Literature

Drawings, if any

Part Number List (Manufacturer, or Dealer, or Other Source)

Current Price List(s)/Catalog(s)

Special Approval Form

Exhibits and Attachments

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Is this a Revenue Producing Contract?

Yes No

If Modification 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:

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
- Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate
- If an Information Technology (IT) project valued at \$100,000.00 or more, attach approval transmittal sheet from Information Technology Governance Board (ITGB)

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

Attach Recommendation of MBE/WBE/DBE Analysis Form

Yes No

Is this a Revenue Producing contract?

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:





CERTIFICATE OF LIABILITY INSURANCE

INTESOL-01 JOHNSONSS

DATE (MM/DD/YYYY)

9/21/2012

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

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

PRODUCER
Willis of Illinois, Inc.
c/ o 28 Century Blvd.
P.O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME: certificates@willis.com

PHONE (A/C, No, Ext): (877) 945-7378

FAX (A/C, No): (888) 467-2378

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Casualty Insurance Company

29424

INSURER B: Southern County Mutual Insurance Company

27863

INSURER C: Catlin Insurance Company, Inc.

19518

INSURER D:

INSURER E:

INSURER F:

INSURED
Integrated Solutions Consulting
104 Poplar Court
Edwardsville, IL 62025

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	83SBAVX3986	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		83SBAVX3986	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			83SBAVX3986	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	83WECTD8533	5/1/2012	5/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			MPP-202017-0512	5/1/2012	5/1/2013	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: CDPH CEMP Project.

City of Chicago is included as an Additional Insured as respects to General Liability and Auto Liability if required by written contract.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured if required by written contract.

Waiver of Subrogation applies in favor of City of Chicago with respects to General Liability if required by written contract and Workers Compensation as permitted by law.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas K. Bule

City of Chicago
Procurement Department
121 N. LaSalle St. #403
Chicago, IL 60602

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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<p>POLICY TYPE: Errors & Omissions Coverage CARRIER: Catlin Insurance Company, Inc. POLICY TERM: 5/1/2012 – 5/1/2013 POLICY NUMBER: MPP-202017-0512</p>	<p>Professional Liability Occurrence: \$2,000,000 Aggregate: \$3,000,000</p>



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

TO: Jaime Rhee
Chief Procurement Officer
Department of Procurement Services

FROM: 
Bechara Choucair, MD
Commissioner
Department of Public Health

DATE: September 21, 2012

RE: Request for a New Non-Competitive Contract with Integrated Solutions Consulting Spec #109799,
Req. #73244

The Chicago Department of Public Health (CDPH) is requesting a new non-competitive contract with Integrated Solutions Consulting (ISC). CDPH contracted with Integrated Solutions Consulting in 2007 to complete a build-out of a comprehensive emergency management plan (CEMP) on a platform that provided justifications with an electronic system that facilitated the integration of a comprehensive and department-specific emergency planning doctrine. CDPH has utilized the platform to house our emergency response plans and coordinate the completion of Centers for Disease Control (CDC) Federal audits, and local technical assessment reviews (LTAR), for the past 5 years.

Based on CDPH's success with this program and the ability of this program to integrate with our plans, the Illinois Department of Public Health (IDPH) entered into a sole source contract with Integrated Solutions Consulting in 2011, to implement a statewide unified emergency management platform for Public Health.

CDPH now seeks to contract with Integrated Solutions Consulting to sustain the comprehensive emergency management plan, integrate new federal requirements, and enhance existing plan structures based on newly completed Hazard and Vulnerability assessments on the IEPP™, a patented program that provides jurisdictions with an emergency management planning system that facilitates the integration of comprehensive and department-specific emergency planning doctrine. The IEPP™ will provide CDPH with a web-enabled system to view, update and maintain the Comprehensive Emergency Management Program (CEMP). In addition, IDPH has required all local health departments within Illinois to utilize the CEMP platform to assure uniform plan development statewide, streamline sharing of plan structures, and to conduct the annual CDC LTAR audit. CDPH seeks to enter into a three (3) year contract with two (2) one-year extension options. This contract will be funded by CDC grant monies provided to CDPH through the Public Health Emergency Preparedness (PHEP) grant, with a value of \$985,000 for the three year term (base), and \$335,000 for each of the two, one-year extensions. Total value: \$1,655,000.00.

Thank you in advance for your consideration. If you have any questions or need additional information, please contact Christopher Shields at 312-747-9783 or Suzet McKinney at 312-747-9882.

Cc: John O'Brien
Vicki Wilson
File



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Statement of Work

Detail specifications and Scope of Work for Integrated Solutions Consulting
September 21, 2012

Scopes of Service:

1. Planning

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

2. Projects

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

3. Reporting

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

Objectives:

Contractor and use of the CEMP platform ensure ongoing and sustainable access to statewide Public Health planning doctrine, integrated plan sharing, and uniform/accepted Federal auditing structures. Integrated Solutions Consulting has been contracted through the Illinois Department of Public Health (IDPH) to ensure all local health departments within the state of Illinois have access to this Comprehensive Emergency Management Planning platform, through the Public Health Emergency Plan (PHEP) grant, starting in 2012 and ending 2017.



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Deliverables:

1. Planning

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

2. Projects

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



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

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

3. Reporting

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



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

System Requirements:

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

Suzet M. McKinney, DrPH, MPH
Deputy Commissioner
312-747-9882
Suzet.Mckinney@cityofchicago.org

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

Victor Wojtychiw
Projects Administrator
312-747-9551
Victor.Wojtychiw@cityofchicago.org

September 20, 2012

Chicago Department of Public Health
DePaul Center, 2nd Floor
1 East Jackson
Chicago, IL 60602
Attn: Dr. Suzet McKinney

Dear Dr. McKinney:

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

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

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

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

ISC Statement of Uniqueness

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

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

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

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

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

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

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

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

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

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

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

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

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

By making ISC's Odysseus™ a foundation of their CEMP program, each department has streamlined their planning process and developed plans that were more accessible to its internal and external partners. The CEMP designed and developed on the Odysseus™ preparedness and planning system provided health departments with a web-based structure enabling the improvement of preparedness doctrine and programs to support the maintenance and implementation of this doctrine. The CEMP provides public health departments with real solutions for many gaps commonly identified in preparedness and planning.

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

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

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

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

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

The CEMP also has many benefits beyond SNS planning. This system provides each agency with an online forum to develop a CEMP that is guided to meet all state and federal requirements. In addition, Odysseus™ maintains an aggregation capability so that data collected can be aggregated and analyzed in various formats and shared throughout departments.

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

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

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

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

Chicago Department of Public Health SNS TAR Scores	
Year	Score
2008	94

2009	99
2010	No review required due to the previous year's score
2011	100
2012	100

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

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

CDC Cooperative Agreement Funding for Chicago		
Year	Amount (Non CRI)*	Potential Deduction for Non TAR Compliance
2008	\$9,232,673	\$923,267
2009	\$9,087,074	\$908,707
2010	\$8,978,646	\$897,864
2011	\$8,215,124	\$821,512
Total	\$35,513,517	\$3,551,351

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

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

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

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

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

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

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

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

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

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

Due to the distinct characteristics and services offered by the Odysseus™ system, it is the only process/system of its kind. While other products are web-based or provide comparable services, they either lack the emergency management/public health focus and expertise, or fail to address the programmatic and comprehensive needs of public health preparedness agencies. This claim is validated by extensive research conducted by ISC to compare current web-based applications being offered to the emergency preparedness community. This research initiative included

conducting comprehensive searches for related products; documenting promotional pieces in emergency management and public health related publications; informal interviews with emergency preparedness agencies and representatives to determine what kinds of systems were being utilized; and attending various emergency preparedness tradeshow and conferences across the country to assess current and up-and-coming services and products being offered.

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

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

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

Microsoft Office SharePoint 2007

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

SmartDoc

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

SIREN

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

Product Comparison				
	MS SharePoint	SmartDoc	SIREN	Odysseus™

Allows Attachments/Links	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Promotes Collaboration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Valuable Planning Tool		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Valuable Response Tool			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Emergency Management / Public Health Specific Product			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CEMP Integration				<input checked="" type="checkbox"/>
Facilitates Education, Training, and Exercising				<input checked="" type="checkbox"/>

Respectfully,



John Rogan
 Integrated Solutions Consulting



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Attachment
CDPH Statement of Uniqueness – ISC (CEMP)

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

The Chicago Department of Public Health contracted with Integrated Solutions Consulting in 2007 to provide an electronic system that facilitated the integration of comprehensive and department specific emergency planning doctrine. Added enhancements further expanded the system to allow for plan sharing across multiple jurisdictions and coordinate the completion of CDC Federal audits; local technical assessment reviews (LTAR), for the past 5 years.

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

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

Name of Preparer: Suzet M. McKinney

Signature of Preparer: Suzet M. McKinney

Date: 9/21/10

September 20, 2012

Mr. Christopher Shields
Chicago Department of Public Health
DePaul Center
333 South State Street
Chicago, Illinois 60604

Re: Commitment of MBE/WBE/DBE Participation

In 2007, the Chicago Department of Public Health (CDPH) identified a critical need to enhance its operational capabilities during complex large-scale natural, technological, and political disasters. The department recognized the responsibility of protecting the residents of Chicago and focused its operations on developing vital capabilities required for preventing, protecting, responding, and recovering from disasters. Accordingly, a systematic and targeted approach was developed to achieve the requisite skills needed to protect the health of the public.

As part of his effort, CDPH contracted with Integrated Solutions Consulting (ISC). Integrated Solutions Consulting is a Chicago based small business with over thirty years of operational experience in the fields of public health and preparedness planning. Integrated Solutions Consulting worked with CDPH to increase its overall preparedness, thus allowing the department to respond to the needs of the city more efficiently and effectively. The success of this valuable relationship was exhibited in numerous ways including:

- Increasing CDPH's Technical Assistance Review score from 88 in 2007, to 94 in 2008, 99, in 2009, and consecutive perfect scores in 2011 and 2012
- Developing numerous operational plans and after action reports that form the basis of current operations
- Creating strategic plans to maximize resources and align departmental strategic goals with compliance measures and operationally significant procedures

These accomplishments were made possible by an excellent working relationship between CDPH and ISC. This is evident by ISC's commitment to go above and beyond the department's and City's expectations. Examples of ISC's commitment include:

- Cutting ISC's contractual compensation by ten percent by providing services at no cost as requested by the Office of the Mayor
- Exceeding its Minority Business Enterprise/Women Business Enterprise/Disability Business Enterprise (MBE/WBE/DBE) contractual requirement in four consecutive years

As a small business in difficult economic times, ISC values its client relationships and understands providing only the highest level of service leads to successful project engagements and consequently, a more prepared department and protected city. It is due to this fact that ISC has demonstrated such a high level of commitment to the department's and the City's goals. However, as a small business in a competitive environment, ISC is forced to work on extremely

small margins and must be continually innovated and efficient to stay in business. We believe one of our strengths is passing this efficiency onto our clients.

In light of the above and due to the fact ISC must often compete against firms that have ten to fifty times its monetary and personnel resources, we are respectfully requesting the flexibility to satisfy the City's MBE/WBE/DBE requirements through indirect participation at a total of 30% of the contract amount (25% MBE and 5% WBE). Indirect participation is vital for ISC to remain competitive and financially solvent during one of the worst recessions in history. This is due to the nature of the project work and the sensitivity and confidentiality of information developed during client engagements.

A complicating factor in partnering with different firms in public health preparedness is that the field is relatively new and it requires a high degree of specialization and experience. Integrated Solutions Consulting's success is attributable to the fact it's Principals and employees have a unique blend of experience, knowledge, and skills that is passed onto our clients through project engagements. It is this unique blend of experience, knowledge, and skills that allow us to provide a high degree of quality in the work we provide and is what separates us from larger firms. In maintaining this competitive edge, ISC has many of its processes and systems under trademark and patent protection. This makes it difficult to partner with MBE/WBE/DBE firms with direct participation. Therefore, when satisfying the City's MBE/WBE/DBE requirements, ISC must proceed through indirect participation and cannot sub contract with firms that can acquire our trade secrets and become direct competitors. Additionally, ISC has proactively examined the City of Chicago MBE/WBE/DBE registry under the key words "public health preparedness" and "public health planning" and have not found any MBE/WBE/DBE partners available for direct participation.

Integrated Solutions Consulting strongly believes in supporting MBE/WBE/DBE initiatives. In its brief history, we have repeatedly identified and utilized MBE/WBE/DBE partners using indirect participation.

We hope to continue our MBE/WBE/DBE contribution by engaging in partnerships with MBE/WBE/DBE businesses and by hiring and mentoring MBE/WBE/DBE candidates. Indirect participation of MBE/WBE/DBE requirements will enable us to stay competitive and continue our contributions. We sincerely hope you consider our request. Thank you.

Sincerely,



Integrated Solutions Consulting
John Rogan
Partner

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : CARD COMA PROJECT
State of ILLINOIS
County (City) of CHICAGO

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

INTERUNITED SOLUTIONS CONSULTING (FSC)
Name of Prime Contractor

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

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

- I. MBE or WBE Prime Contractor. If prime Contractor is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime Contractor as a MBE satisfies the MBE goal only. Certification of the prime Contractor as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime Contractor is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE SubContractors. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: MENTA TOURS AND TRAVEL

Address: 5209 N. CLARK STREET

Contact Person: GISELE SHUCKER Phone: 773-275-2125

Dollar Amount of Participation \$ 79,322.50

Percent Amount of Participation: 25 %

2. Name of MBE/WBE: VELMA BUTLER INC

Address: 6 EAST MARWINE STREET

Contact Person: VELMA BUTLER Phone: 312-419-1547

Dollar Amount of Participation \$ 15,864.60

Percent Amount of Participation: 5 %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>MBWA</u>	\$ <u>79,322.50</u>	<u>25</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
<u>VELMA RUTLER</u>	\$ <u>15,664.60</u>	<u>5</u> %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name PAUL DELUCA Phone Number: 917-757-7779

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Paul DeLuca

 Signature of Affiant (Date)

State of ILLINOIS
 County of COOK

This instrument was acknowledged before me on 9/20/12 (date)
 by ANDREW KETTERING (name /s of person/s)
 as NOTARY (type of authority, e.g., officer, trustee, etc.)
 of STATE OF ILLINOIS (name of party on behalf of whom
 instrument was executed).

(Seal)

Andrew Kettering

 Signature of Notary Public



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August 24, 2011

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-7004
TEL (312) 603-5502
FAX (312) 603-4547

Ms. Velma Butler, President
Velma Butler & Company, Inc.
6 East Monroe Street – Suite 400
Chicago, Illinois 60603

Annual Certification Expires: August 31, 2012

Dear Ms. Butler:

We are pleased to inform you that Velma Butler & Company, Inc. has been Re-certified as a MBE(6)WBE by Cook County Government. This MBE(6)WBE Certification is valid until August 31, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by August 31, 2012.

As a condition of continued Certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) days prior to the date of annual expiration. Please include the non-refundable fee of \$50.00, payable to Cook County Department of Revenue. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE(6)WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Auditing Services: Certified Public Account, Training and Tax Services;
Consulting: Management and information Systems

Your firm's participation on Cook County contracts will be credited toward MBE(6)WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE(6)WBE goals will be given only for work done in the specialty category.

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

Sincerely,

Laverne Hall
Director
L.Hg



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PRESIDENT

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FOWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DODDY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

August 27, 2012

Velma Butler, President
Velma Butler & Company, LTD.
6 E. Monroe Street, Suite 400
Chicago, IL 60603

Dear Ms. Butler:

Thank you for your interest in Cook County's Minority and Women Business Enterprise (MBE/WBE) Program. Your Application was received on August 16, 2012.

The Office of Contract Compliance will conduct a thorough investigation of your Application. The Compliance Officer assigned will verify statements and review documents prior to a site visit. Barring delays caused by your submission of incomplete documentation and/or the complexity of your Application, we estimate that the process should take no more than ninety (90) business days.

We look forward to working with you. If you have any questions regarding the status of your Application, please feel free to contact me at 312-603-7645.

Sincerely,

Eli Washington
Compliance Officer





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 24 2012

Giselle L. Sanchez
Meha Tours And Travel, Inc. DBA Mena Travel
5209 North Clark
Chicago, IL 60640-2101

Dear Giselle L. Sanchez:

This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE) until **October 1, 2012**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,



Monica Jimenez
Deputy Procurement Officer

FH



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 16 2012

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

Certificate Expires: July 1, 2013

Dear Giselle L. Sanchez:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **May 31, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- ◆ file your No Change Affidavit within the required time period;
- ◆ provide financial or other records requested pursuant to an audit within the required time period; or
- ◆ notify the City of any changes affecting your firm's certification within 10 days of such change.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing

that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

NIGP 95892 Travel Management Services

NIGP 96178 Travel Agency, Chartering, and Tour Guide Services

Your firm's participation on City contracts will be credited only toward Minority Business Enterprises (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,



Jamie Rhee
Chief Procurement Officer

JR/si



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

TO: Jaime Rhee
Chief Procurement Officer
Department of Procurement Services

FROM: 
Bechara Choucair, MD
Commissioner
Department of Public Health

DATE: September 21, 2012

RE: CDPH Concurrence with ISC regarding Waiver / Reduction in M/WBE compliance

The Chicago Department of Public Health (CDPH) has reviewed the Integrated Solutions Consulting (ISC) commitment of MBE/WBE/DBE participation letter, which identifies a request for a partial waiver of the current City of Chicago M/WBE proposal. CDPH evaluated ISC's current standing with the city; including previous exclusions and reductions in contractual compensation (10%), as requested by former Mayor Daley.

Per the original scope of work, there is no opportunity to directly sub-contract any of their services. Integrated Solutions Consulting maintains a small staff base, with expertise and experience in the fields of public health and preparedness planning. The services provided by ISC are highly specialized. ISC is a one-stop-shop for the comprehensive emergency management platform (CEMP) and they currently manage this platform for all local health departments within the State of Illinois.

In light of their specific qualifications to provide the requested services, the complexity of the technical platform under which work is achieved, lack of qualified vendors performing similar services, company size and their commitment to continue their indirect M/WBE compliance of 30%, it would be extremely difficult for ISC to meet the MBE/WBE full standard of requirements.

Thank you in advance for your consideration. If you have any questions or need additional information, please contact Christopher Shields at 312-747-9783 or Suzet McKinney at 312-747-9882.

Cc: John O'Brien
Vicki Wilson
File



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 36707

Certificate Printed on: 09/20/2012

Date of This Filing:09/20/2012 08:12 AM

Original Filing Date:09/20/2012 08:12 AM

Disclosing Party: Integrated Solutions
Consulting

Title:Partner

Filed by: John Rogan

Matter: Comprehensive Emergency
Management Program

Applicant: Integrated Solutions Consulting

Specification #:

Contract #:

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

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



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Attachment
CDPH List of Personnel Participating in NCRB Meeting – ISC

Suzet M. McKinney, DrPH, MPH
Deputy Commissioner
312-747-9882
Suzet.Mckinney@cityofchicago.org

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

Victor Wojtychiw
Projects Administrator
312-747-9551
Victor.Wojtychiw@cityofchicago.org



September 21, 2012

Chicago Department of Public Health
DePaul Center, 2nd Floor
333 S. State St.
Chicago, IL 60602
Attn: Dr. Suzet McKinney

Dear Dr. McKinney:

As the individual authorized to contractually obligate and negotiate for Integrated Solutions Consulting (ISC), I am pleased to present our 2012-2015 Chicago Department of Public Health (CDPH) CEMP Project 2012 Project Management Plan (PMP) and price quotation. The scope of services identifies a step-by-step work plan to accomplish the project objectives identified in the PMP. CDPH has identified five project objectives that are to be accomplished over each year of the project. These objectives are as follows:

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

The budget for the 2012- 2015 CDPH CEMP Project is \$317,292.00 on an annual basis with a 4% increase in year two (\$332,143.68) and a 5% increase in year three (\$333,156.00) for a total of \$982,591.28 for the first three years of the project. It will begin approximately December 1, 2012 and conclude on June 30, 2015, with the possibility of an extension until June 30, 2017. Each extension year is budgeted for \$335,000.00. This price quotation is valid until January 1, 2013.

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

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

Sincerely,

John Rogan





DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

Attachment
Additional Benchmark information from CDPH

1. CDPH Schedule of Compensation projection
2. ISC Contract and Terms concurrence letter to Jamie Rhee
3. DoIT email concurrence that CEMP is not an IT related application issue
4. Illinois Department of Public Health grant contract to all local health departments; CEMP reference is yellow
5. CDC Notice of Award, PHEP grant to CDPH
6. CDPH BP1 budget with CEMP funding line



DEPARTMENT OF PUBLIC HEALTH
CITY OF CHICAGO

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

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

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

1. Planning:

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

2. Project Work

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

3. Reporting

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

4. Administrative

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

Suzet M. McKinney
Name of CDPH Preparer

Suzet M. McKinney
Signature of Preparer

9/21/12
Date

July 30, 2012

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

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

Dear Ms. Rhee,

As the individual authorized to contractually obligate and negotiate for Integrated Solutions Consulting (ISC) this letter is to confirm that ISC does agree to the City of Chicago Terms and Conditions as consistent with contract (PO) number 17150, specification number 62427, and amendment number 40262 between ISC and the City of Chicago dated 24-Feb-2009.

We truly appreciate the opportunity to work with CDPH again on this very important project.

Sincerely,



John Rogan
Managing Principal
Integrated Solutions Consulting, Inc.
Chicago, IL
(773) 338-7221





Grant Number: 1U90TP000507-01

Principal Investigator(s):
Suzet Mckinney

Project Title: TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

ERICA SALEM
CITY OF CHICAGO DEPT. OF PUBLIC HEALTH
333 SOUTH STATE STREET, ROOM 200
CHICAGO, IL 60604

Budget Period: 07/01/2012 – 06/30/2013
Project Period: 07/01/2012 – 06/30/2017

Dear Business Official:

The Centers for Disease Control and Prevention hereby awards a grant in the amount of \$13,116,530 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CHICAGO DEPARTMENT OF HEALTH in support of the above referenced project. This award is pursuant to the authority of SEC391(A)317(K)OFPHS42U.S.C.SEC241A 247B and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,

Sharon H Robertson
Grants Management Officer
Centers for Disease Control and Prevention

Additional information follows

SECTION I – AWARD DATA – 1U90TP000507-01

Award Calculation (U.S. Dollars)

Salaries and Wages	\$4,471,106
Fringe Benefits	\$1,537,681
Personnel Costs (Subtotal)	\$6,008,787
Supplies	\$139,719
Travel Costs	\$49,628
Consortium/Contractual Cost	\$4,726,442
Other	\$789,749

Federal Direct Costs	\$11,714,325
Federal F&A Costs	\$1,402,205
Approved Budget	\$13,116,530
Federal Share	\$13,116,530
TOTAL FEDERAL AWARD AMOUNT	\$13,116,530

AMOUNT OF THIS ACTION (FEDERAL SHARE) \$13,116,530

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

02	\$13,116,530
03	\$13,116,530
04	\$13,116,530
05	\$13,116,530

Fiscal Information:

CFDA Number: 93.074
 EIN: 1366005820B8
 Document Number: UTP0005071

IC	CAN	2012	2013	2014	2015	2016
TP	921027R	\$1,577,831				
TP	9213367	\$8,262,818				
TP	939ZVNM	\$3,275,881	\$13,116,530	\$13,116,530	\$13,116,530	\$13,116,530

SUMMARY TOTALS FOR ALL YEARS		
YR	THIS AWARD	CUMULATIVE TOTALS
1	\$13,116,530	\$13,116,530
2	\$13,116,530	\$13,116,530
3	\$13,116,530	\$13,116,530
4	\$13,116,530	\$13,116,530
5	\$13,116,530	\$13,116,530

Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

CDC Administrative Data:

PCC: / OC: 4141 / Processed: ERAAPPS 06/25/2012

SECTION II – PAYMENT/HOTLINE INFORMATION – 1U90TP000507-01

For payment information see Payment Information section in Additional Terms and Conditions.

INSPECTOR GENERAL: The HHS Office Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhtips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they

choose to remain anonymous. This note replaces the Inspector General contact information cited in previous notice of award.

SECTION III – TERMS AND CONDITIONS – 1U90TP000507-01

This award is based on the application submitted to, and as approved by, CDC on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.
- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

This award is funded by the following list of institutes. Any papers published under the auspices of this award must cite the funding support of all institutes.

Coordinating Office For Terrorism Preparedness And Emergency Response (CTPER)

Treatment of Program Income:
Additional Costs

SECTION IV – TP Special Terms and Conditions – 1U90TP000507-01

Funding Opportunity Announcement (FOA) Number: TP12-1201
Award Number: 1 U90 TP00507-01

REMARKS

The Public Health Preparedness Program cooperative agreements are authorized by section 319C-1, and The Hospital Preparedness Program cooperative agreements are authorized by section 319C-2 of the Public Health Service (PHS) Act as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006.

To advance all-hazards preparedness and national health security, promote responsible stewardship of federal funds, and reduce awardee administrative burden, the U.S. Department of Health and Human Services' (HHS) Office of the Assistant Secretary for Preparedness and Response (ASPR) and Centers for Disease Control and Prevention (CDC) are aligning the administrative and programmatic aspects of the ASPR Hospital Preparedness Program (HPP) and the CDC Public Health Emergency Preparedness (PHEP) cooperative agreements. This alignment has resulted in several key changes for the 2012 HPP-PHEP Notice of Award (NoA).

-Though aligned the two programs remain distinct and separate programs and are funded through two different appropriations.

-Due to the limitations of the system used to issue the NoA the two agencies needed to establish one CFDA number: 93.074

However, all audits, etc. should list these two CFDA numbers.
-93.889 -National Bioterrorism Hospital Preparedness Program
-93.069-Public Health Emergency Preparedness

Due to the limitations of the system used to issue the NoA a budget showing the combined funding is listed as an attachment of the NoA. However, as shown in the terms and conditions of this award (Note 2) a breakout (by cost category) is provided and is the approved spending plan for each program.

TERMS AND CONDITIONS OF THIS AWARD

FY 2012 ASPR HPP and CDC PHEP Terms and Conditions

NOTE 1: INCORPORATION: Funding Opportunity Announcement Number TP12-1201 entitled, Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Cooperative Agreement is a formula award issued under the authorities of Section 319C-2 (HPP) and Section 319C-1 (PHEP) of the Public Health Service Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA), P.L. 109-417). The application dated April 25, 2012, the budget discussion between the CDC, Procurement and Grants Office (PGO), and City of Chicago application are made a part of this award by reference.

NOTE 2.a: APPROVED FINANCIAL ASSISTANCE (FA) FUNDING HPP: Funding in the amount of \$3,275,881 is approved for the Year 01 budget period, which is July 1, 2012 through June 30, 2013. All funding for future years will be based on satisfactory programmatic progress and the availability of funds. Please see the attached spreadsheet for the approved budget (by cost category) for both the PHEP and HPP programs.

NOTE 2.b: APPROVED FINANCIAL ASSISTANCE (FA) FUNDING PHEP: Funding in the amount of \$9,840,649 is approved for the Year 01 budget period, which is July 1, 2012 through June 30, 2013 for the following program components:

Base \$8,262,818, and Cities Readiness Initiative (CRI) \$1,577,831. All funding for future years will be based on satisfactory programmatic progress and the availability of funds.

NOTE 2.c: Cities Readiness Initiative (CRI): This award includes \$1,577,831 to support Medical Countermeasure Dispensing and the Medical Material Management and Distribution (MCMDD) capabilities. These funds provide for medical countermeasure distribution and dispensing (MCMDD) for all-hazards events, which includes the ability of jurisdictions to develop capabilities for U.S. cities to respond to a large-scale biologic attack, with anthrax as the primary threat consideration. For state awardees, 75% of their allocated CRI funds must be provided to CRI jurisdictions in support of all-hazards MCMDD planning and preparedness. CRI jurisdictions are defined to include independent planning jurisdictions (as defined by the state and locality) that include those counties and municipalities within the defined metropolitan statistical area (MSA) or the New England County Metropolitan Areas (NECMAs).

NOTE 3.a: ADDITIONAL INFORMATION IS NEEDED FOR THE HPP BUDGET: Refer to the Work Plan Conditions of Awards (WCOA) and Budget Conditions of Awards (BCOA) for more information. The additional information should be submitted in PERFORMS by August 1, 2012.

NOTE 3.b: BUDGET RESTRICTIONS PHEP BUDGET: AWARD RESTRICTIONS: \$22,368 of your PHEP budget is restricted. Refer to the Work Plan Conditions of Awards (WCOA) and Budget Conditions of Awards (BCOA) for more information on how to lift the restrictions. The required information should be submitted in PERFORMS by August 1, 2012.

NOTE 3.c.: ADDITIONAL INFORMATION IS NEEDED FOR THE PHEP BUDGET: Refer to the attached Work Plan Conditions of Awards (WCOA) and Budget Conditions of Awards (BCOA) for more information. The additional information should be submitted in PERFORMS by August 1, 2012.

NOTE 3.d: REVISED BUDGET SPECIAL CONDITION: (If Applicable) - By 08/01/2012, the grantee must submit a revised budget with narrative justification and work plan. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to submit a letter to the assigned Grants Management Specialist shown in NOTE 18 explaining the reason and date by which the Grants Management Officer will receive the information.

NOTE 4.a. ENFORCEMENT ACTION FAILURE TO MEET PAHPA BENCHMARKS FOR PHEP

PAHPA requires the withholding of amounts from entities that fail to achieve benchmarks and objective standards or to submit an acceptable pandemic influenza operations plan, beginning with fiscal year 2009 and in each succeeding fiscal year. Any awardee who fails to meet the evidence based benchmarks and objective standards and/or fails to prepare and submit an acceptable pandemic influenza operations plan is subject to a withhold of funds for Budget Period 1 (FY2012) in the amount equal to 10% of funding per failure.

NOTE 4. b. ENFORCEMENT ACTION FAILURE TO MEET PAHPA BENCHMARKS FOR HPP

PAHPA requires the withholding of amounts from entities that fail to achieve benchmarks and objective standards or to submit an acceptable pandemic influenza operations plan, beginning with fiscal year 2009 and in each succeeding fiscal year. If an awardee fails to meet the measurable benchmarks and objective standards and/or fails to submit an acceptable pandemic influenza operations plan is subject to a withhold of funds in the fiscal year immediately following the fiscal year in which the failure occurred in the amount equal to 10% of the amount the entity was eligible to receive. As shown in the FOA continued failure will result in the withholding of a larger percentage of funds.

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

FY 2012 funds will expire September 30, 2017. All FY 2012 funds should be drawn down and reported to Payment Management System (PMS) prior to September 30, 2017. After this date, corrections or cash requests will not be permitted.

NOTE 6: TECHNICAL REVIEW RESPONSE REQUIREMENT: The technical review summary comments on the strengths and weaknesses of the HPP and PHEP application are provided as part of this award. If applicable, please submit a response to the weaknesses and recommendations in this summary via DSLR PERFORMS by August 1, 2012. Should these terms not be satisfactorily adhered to, it may result in denial of your authority to expend additional funds.

NOTE 7. SUBAWARD EQUAL TREATMENT FOR HPP. The recipient must comply with 45 CFR 87, including the provision that no state or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.

NOTE 8. INDIRECT COSTS: Indirect costs are approved based on the Indirect Cost Rate Agreement dated March 14, , which calculates indirect costs as follows, at a rate of 11.97%.

NOTE 9. RENT OR SPACE COSTS: Recipients are responsible for ensuring that all costs included in this proposal to establish billing or final indirect cost rates are allowable in accordance with the requirements of the Federal award(s) to which they apply and 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87). The recipient also has a responsibility to ensure sub-recipients expend funds in compliance with federal laws and regulations. Furthermore, it is the responsibility of the recipient to ensure rent is a legitimate direct cost line item which the recipient has supported in current and/or prior projects and these same costs have been treated as indirect costs that have not been claimed as direct costs. If rent is claimed as direct cost, the recipient must provide a narrative justification which describes their prescribed policy to include the effective date to the assigned Grants Management Specialist referenced in NOTE 18.

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

NOTE 10.b: MATCHING FUNDS REQUIREMENT for PHEP is 10%. Statutory formula for PHEP in Section 319C-1 of the Public Health Service (PHS) Act, as amended by the Pandemic and All-Hazards Preparedness Act (PAHPA) of 2006, Public Law 109-417. For the year 01 budget period, matching funds are from non-Federal sources in an amount not less than 10 percent of such costs (\$1 for each \$10 of Federal funds provided in the award). Match can be provided directly by the state, in cash, or third party in-kind contributions. Match must be reported on the SF-425.

NOTE 10.c: MATCH AND MAINTENANCE OF RECORDS. Under 45 CFR Part 92.24 (b)(6) Records : Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed on third party in-kind

contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organizations to support the allocability of regular personnel costs. It is incumbent upon awardees to assure their subawardees or subcontractors have sourced and valued their contribution to match as outlined in the regulations and that the subrecipients records can withstand the rigors of an A-133 audit.

Match/cost sharing should be contributed in proportion to your federal cash disbursements.

NOTE 11. MAINTENANCE OF FUNDING (MAINTAIN STATE FUNDING). Public Law 109-417 requires that the awardee maintain expenditures at a level that is not less than the average level of the preceding two years.

Awardees must be able to account for Maintenance of Funding (MOF) separate from accounting for federal funds and separate from accounting for any matching funds requirements; this accounting is subject to ongoing monitoring, oversight, and audit. MOF may not include any subawardee matching funds. MOF does not apply to future contingent emergency response awards that may be authorized under 317(a) and 317(d) of the Public Health Service Act unless such a requirement were imposed by statute or administrative process at the time.

NOTE 12. FOR ALL REQUIRED SUBMISSION: Grantees must supply timely, accurate and complete data on all required submissions. Timely means that each required report is submitted electronically to PGO and the Project Officer by the published deadline, unless an extension has been obtained. A single two week extension period may be requested in hardship cases, which must be documented and approved in writing by PGO in advanced of the due date. Complete means that the grantee has provided appropriate responses to all requested data elements. Accurate means that the grantees response is true and correct to the best of their knowledge. There are no exceptions to this policy. Grantees who require clarification of any requested element or question must contact their project officer in writing at least one (1) week in advance of the required due date.

NOTE 13. REPORTING REQUIREMENTS.

NOTE 13.a: CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

All applicant organizations must obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number as the Universal Identifier when applying for Federal grants or cooperative agreements. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. An Authorized Organizational Representative (AOR) should be consulted to determine the appropriate number. If the organization does not have a DUNS number, an AOR should complete the US D&B D-U-N-S Number Request Form or contact Dun and Bradstreet by telephone directly at 1-866-705-5711 (toll-free) to obtain one. A DUNS number will be provided immediately by telephone at no charge. Note this is an organizational number. Individual Program Directors/Principal Investigators do not need to register for a DUNS.

Additionally, all applicant organizations must register in the Central Contractor Registry (CCR) and maintain the registration with current information at all times during which it has an application under consideration for funding by CDC and, if an award is made, until a final financial report is submitted or the final payment is received, whichever is later. CCR is the primary registrant database for the Federal government and is the repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR internet site at www.ccr.gov.

If an award is granted, the grantee organization must notify potential sub-recipients that no organization may receive a subaward under the grant unless the organization has provided its DUNS number to the grantee organization.

NOTE 13.b: FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY (FFATA):

In accordance with 2 CFR Chapter 1, Part 170 REPORTING SUB-AWARD AND EXECUTIVE COMPENSATION INFORMATION, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

A. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 11175) for a subaward to an entity (see definitions in paragraph E. of this award term).

2. **Where and when to report.**

i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010).

3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- i. The total Federal funding authorized to date under this award is \$25,000 or more;
- ii. In the preceding fiscal year, you received:

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

2. **Where and when to report.** You must report executive total compensation described in paragraph A.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. **Applicability and what to report.** Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipients preceding completed fiscal year, if:

i. In the subrecipients preceding fiscal year, the subrecipient received

(a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ____210 of the attachment to OMB Circular A133, Audits of States, Local Governments, and Non-Profit Organizations.

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipients or subrecipients preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

NOTE 13.c.: NON-DELINQUENCY ON FEDERAL DEBT

The Federal Debt Collection Procedures Act of 1990 (Act), 28 U.S.C. 3201(e), provides that an organization or individual that is indebted to the United States, and has a judgment lien filed against it, is ineligible to receive a Federal grant. An award cannot be issued unless the AOR of the applicant organization certifies, by means of his/her signature on the application, that the organization is not delinquent in repaying any Federal debt. If the applicant discloses delinquency on a debt owed to the Federal government, funds may not be awarded until the debt is satisfied or satisfactory arrangements are made with the agency to which the debt is owed. In addition, once the debt is repaid or satisfactory arrangements made, that delinquency will be taken into account when determining whether the applicant would be a responsible grant recipient.

Anyone who has been judged to be in default on a Federal debt and who has had a judgment lien filed against him or her should not be listed as a participant in an application for a grant until the judgment is paid in full or is otherwise satisfied. No funds may be used for or rebudgeted following an award to pay such an individual. CDC and ASPR will disallow costs charged to awards that provide funds to individuals in violation of this Act.

NOTE 13.d: TANGIBLE PERSONAL PROPERTY REPORT SF-428. This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and one attachment as required: Annual Report, SF428-A. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information. The SF428-A must be submitted 90 days after the end of each budget period and submitted to the PGO Grants Management Specialist listed in the Contacts Section. Reporting timeframe is July 1, 2012 through June 30, 2013.

The SF-428 form and instructions are available at:

http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-428.pdf

NOTE 13.e: QUARTERLY FEDERAL FINANCIAL REPORT (FFR):

Updated Federal Financial Report cash transaction reports (FFR SF-425) must be filed in the Payment Management System (PMS) within 30 days of the end of each quarter (i.e., no later than October 30, 2012; January 30, 2013; and May 30, 2013). All PMS users who have G and P type accounts are required to file quarterly cash transaction reports via the PMS FFR subsystem. The FFR 425 form and instructions are available at:

http://www.dpm.psc.gov/grant/ffr_info.aspxevent=true

CDC and ASPR may require quarterly financial updates due 10 days after the end of each calendar quarter to monitor obligation of HPP and PHEP funds.

NOTE 13.f: ANNUAL FEDERAL FINANCIAL REPORT:

The Federal Financial Report (FFR) is required on an annual basis to the awarding agency and must be submitted 90 days after the end of each budget period. A separate FFR is due for HPP and a separate FFR is due for PHEP. The FFR for this budget period is due to the PGO Grants Management Specialist by September 30, 2012. Reporting timeframe is July 1, 2012 through June 30, 2013. The FFR should only include those funds authorized and disbursed during the timeframe covered by the report. If the FFR is not finalized by the due date, an interim FFR must be submitted, marked NOT FINAL, and an amount of un-liquidated obligations should be annotated to reflect unpaid expenses.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to submit a letter explaining the reason and date by which the Grants Officer will receive the information. The FFR 425 form and instructions are available at:

-http://www.whitehouse.gov/sites/default/files/omb/grants/standard_forms/ff_report.pdf
-<http://www.nea.gov/manageaward/FFR-Instructions.pdf>

-http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-428.pdf

NOTE 13.g: PROGRESS REPORTS:

A mid-year progress report due 30 days after the first six months of the budget period and is submitted in PERFORMS. This report should include status updates on PAHPA benchmarks, applicable performance measure activities, and technical assistance plans; updates on current preparedness status and self-identified gaps based on the public health and healthcare preparedness capabilities as they relate to overall jurisdictional needs; and interim HPP and PHEP financial reports.

An annual progress report due 90 days after the end of the budget period and is submitted in PERFORMS. This report should include updates on work plan activities including local contracts, progress on implementation of technical assistance plans; budget expenditure reports; updates on PAHPA benchmarks and performance measurement activities; NIMS compliance activities, gap-based training, ESAR-VHP, and exercise reporting requirements (HPP only); and preparedness accomplishments, success stories, and program impact statements.

13. h. INTERIM PROGRESS REPORT (CONTINUATION APPLICATION)

Each awardee must provide an annual interim progress report also known as the non-competing continuation application through grants.gov. This application consists of the required forms, workplan, budget and other required documents. This application is due no later than 90 days before the end of the budget period. Guidance will be provided at a later date.

NOTE 14.: FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA):

All information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347.

FISMA applies only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of this data, subject to all applicable laws protecting security, privacy, and research. If and when information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: http://fwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf

NOTE 15. AUDIT REQUIREMENT: HPP and PHEP awardees are required to comply with audit requirements from the Office of Management and Budget (OMB) Circular A-133. Awardees that expend \$500,000 or more in federal funds per year are required to complete an audit under this requirement. Information on the scope, frequency, and other aspects of the audits can be found at <http://www.whitehouse.gov/omb/circulars>.

In addition, HPP and PHEP awardees shall, not less often than once every two years, audit their expenditures from amounts received under these awards. Such audits shall be conducted by an entity independent of the agency administering a program funded, in accordance with the Comptroller General's standards for auditing governmental organizations, programs, activities, and functions and using generally accepted auditing standards. Within 30 days following the completion of each audit report, the entity shall submit a copy of that audit report to the following office:

Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, Ind., 47132. Reporting packages for fiscal years 2008 and later must be submitted electronically online at the following Web site: <http://harvester.census.gov/fac/collect/ddeindex.html>.

Audits that indicate funds have not been spent in accordance with section 319C-1 or 319C-2 of the PHS Act may result in a disallowance decision requiring repayment or future withholding or offset of awards.

Should you have questions regarding the submission or processing of your Single Audit Package, contact the Federal Audit Clearinghouse at: (301) 763-1551, (800) 253-0696 or email: govs.fac@census.gov

The grantee is to ensure that the sub-recipients receiving these funds also meet these requirements (if total Federal funds expended by the sub-recipient/awardee exceed \$500,000). The grantee must also ensure that appropriate corrective action is taken within six months after receipt of the sub-recipient audit report in instances of non-compliance with Federal law and regulations. The grantee is to consider whether sub-recipient audits necessitate adjustment of the grantee's own accounting records. If a sub-recipient is not required to have a program-specific audit, the Grantee is still required to perform adequate monitoring of sub-recipient activities. The grantee is to require each sub-recipient to permit independent auditors to have access to the sub-recipient's records and financial statements. The grantee should include this requirement in all sub-recipient contracts.

NOTE 16. ASSISTANCE AWARD CLOSEOUT REQUIREMENTS: Award recipient shall submit within 90 days after the last day of the final budget period the following final financial reports and other programmatic reports as required by the terms and conditions of the assistance award. Reporting timeframe is July 1, 2012 through June 30, 2017.

NOTE 17. SEED GRANTS/SUBGRANTS: Seed Grants/Sub-Grants, as defined in the HHS Grants Policy Statement with reference to health service delivery systems, are not authorized under this program or included in Program authorizing legislature. As a result, the recipient is not permitted to fund seed grants or sub-grants. Recipient must issue proposed funding as a procurement requirement per the organization's established procedures.

NOTE 18. TRAVEL COST: In accordance with Health and Human Services (HHS) Grants Policy Statement, travel costs are only allowable where such travel will provide direct benefit to the project or program or as required by the grantor agencies. There must be a direct benefit imparted on behalf of the traveler as it applies to the approved activities of the Notice of Award. To prevent disallowance of cost, recipient is responsible for ensuring that only allowable travel reimbursements are applied in accordance with their organization's established travel policies and procedures.

NOTE 19. PRIOR APPROVAL: All requests, which require prior approval, must bear the signature of an authorized official of the business office of the grantee organization as well as the principal investigator or program or project director named on this notice of award. The request should be submitted in PERFORMS no later than 120 days prior to the end date of the current budget period. Email requests must be clearly identified as prior-approval requests, must reflect the complete grant number in the subject line, and should be sent by or through the authorized organizational representative to the GMO that signed the NoA. If the entire message of the request cannot be included in the body of the email, the request should be submitted to the GMO in hard copy. It is understood that the transmission of the electronic prior approval request is a clear expression of institutional approval and that all internal procedures have been properly completed. Additionally, the grantee will be responsible for any internal distribution of the request. Approval of the request may be granted by the GMO in the form of a revised NoA.

Any requests received that reflect only one signature will be returned to the grantee unprocessed. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

Prior approval is required but is not limited to the following types of requests: 1) Use of unobligated funds from prior budget period (Carryover); 2) Lift funding restriction, withholding, or disallowance, 3) Redirection of funds, 4) Change in Contractor/Consultant; 5) Supplemental funds; 6) Response to Technical Review or Summary Statement, 7) Change in Key Personnel, 8) Change in Scope or 9) Liquidation Extensions, etc.

NOTE 20. CORRESPONDENCE: ALL correspondence (including emails and faxes) regarding this award must be dated, identified with the AWARD NUMBER, and include a point of contact (name, phone, fax, and email). All correspondence should be addressed to the Grants Management Specialist listed in the Contacts Section.

NOTE 21. INVENTIONS: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR 401.14.

NOTE 22. PUBLICATIONS: Publications, journal articles, etc. produced under this aligned project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Cooperative Agreement Number XXX from The Centers for Disease Control and Prevention and/or Assistant Secretary for Preparedness and Response. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention and/or Assistant Secretary for Preparedness and Response.

A copy of the proposed publication must be submitted to the project officer 30 days prior to submission for publication.

NOTE 23. EQUIPMENT AND PRODUCTS: To the greatest extent practicable, all equipment and products purchased with these funds should be American-made. Equipment is defined as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures provided it observes provisions of the following sections in 45 CFR Part 92:

ii. 45 CFR Parts 92.31 and 92.32 provides the uniform administrative requirements for grants and cooperative agreements to state, local and tribal governments. For additional information, please review the following website listed:

http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr92_03.html

NOTE 24. PROGRAM INCOME: Any program income generated under this cooperative agreement will be used in accordance with the cost sharing or matching alternative. The disposition of program income must have written prior approval from the Grants Management Officer.

Note 25. TRAFFICKING IN PERSONS. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award terms and conditions, please review the following website:
http://www.cdc.gov/od/pgo/funding/grants/Award_Term_and_Condition_for_Trafficking_in_Persons.shtm

NOTE 26. ACKNOWLEDGMENT OF FEDERAL SUPPORT: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

NOTE 27. ADDITIONAL REQUIREMENTS: Successful applicants must comply with the administrative requirements outlined in 45 Code of Federal Regulations (CFR) Part 92, as appropriate. The following additional requirements apply to this project:

- AR-1 Human Subjects Requirement (PHEP only)
- AR-7 Executive Order 12372 (PHEP only)
- AR-8 Public Health System Reporting Requirements
- AR-9 Paperwork Reduction Act Requirements
- AR-10 Smoke-Free Workplace Requirements
- AR-11 Healthy People 2020
- AR-12 Lobbying Restrictions
- AR-14 Accounting System Requirements
- AR-21 Small, Minority, and Women-Owned Business

- AR-24 Health Insurance Portability and Accountability Act Requirements
- AR-25 Release and Sharing of Data
- AR-27 Conference Disclaimer and Use of Logos
- AR-29 Compliance with E.O. 13513 Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009
- AR-32 FY2012 Enacted General Provisions

Restricted costs and/or limitation on costs as stated in FY2012 Appropriation Act Provisions, are provided below:

HHS recipients must comply with all terms and conditions outlined in their award, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements, requirements imposed by program statutes and regulations, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.

Publicity and Propaganda (Lobbying)

The following language must be included in the terms and conditions for all funding documents related to Grants and Cooperative Agreements.

No part of any appropriation may be used for:

Publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

Paying the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

Any activity to advocate or promote any proposed, pending, or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including, but not limited to the advocacy or promotion of gun control.

Cap on Extramural Salaries

Prior to the FY12 Appropriations Act, NIH, SAMHSA, and AHRQ limited the salary (exclusive of fringe benefits and facilities and administrative expenses) of any individual through a grant or cooperative agreement to Executive Level I (\$199,700). The FY 12 Appropriations Act broadens this limitation to all HHS programs and lowers it to Executive Level II (\$179,700). All HHS programs must adhere to the following:

- 1.a. Timeframe of Award: FY 12 awards issued on or before December 22, 2011, that have had no FY 12 funds obligated since December 23, 2011.
 - 1.b. Salary Cap: Executive Level I (\$199,700).
 - 1.c. Program Action: None for current year. May adjust salary levels for future years to ensure no funds are awarded for salaries over the limit.
 - 1.d. Grantee Action: None for current year. Apply salary limit as specified in continuation guidance in future years. Carryover request may reflect salary limitations in effect at the time of award.
- 2.a. Timeframe of Award: FY 12 awards issued on or after December 23, 2011.
 - 2.b. Salary Cap: Executive Level II (\$179,700).
 - 2.c. Program Action: Adjust salary levels for current and future years to ensure no funds are awarded for salaries over the limit.

2.d.Grantee Action: Adjust salary levels for current and future years and re-budget funds freed as a result of the lower limit.

3.a.Timeframe of Award: Awards in previous fiscal years.

3.b.Salary Cap: As specified in original award.

3.c.Program Action: None.

3.d.Grantee Action: None.

The following provision must be included in all grant and cooperative agreement funding documents:

None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

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

Gun Control Prohibition

No awards issued on or after December 23, 2011, may be used, in whole or in part, to advocate or promote gun control.

All funding documents must include the following term and condition:

Additional Requirement (AR)-13: Prohibition on Use of CDC Funds for Certain Gun Control Activities

The Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act specify that: "None of the funds made available, in whole or in part, may be used to advocate or promote gun control."

Needle Exchange

The following language must be included in the terms and conditions of all funding documents:

No funds appropriated in the FY 12 Appropriations Act may be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Restrictions on Dealings with Corporations with Recent Felonies

Any HHS program receiving and obligating funds from the Department of Agriculture FY 2012 Title IV, Section 738 provision of the appropriation act OR from the Department of Interior FY 12 Title IV, Section 433 provision of the appropriations act, must ensure that no funds are used to enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent and made a determination that this further action is not necessary to protect the interests of the Government.

Restrictions on Dealings with Corporations with Unpaid Federal Tax Liability

HHS programs and PGO must ensure that no individual or organization that is indebted to the United States, and has a judgment lien filed is eligible to receive a Federal grant or cooperative agreement. Applicants are required to indicate in their applications if they are delinquent on any Federal debt, and HHS may not award the funds until the debt is satisfied or satisfactory arrangements are made. In addition, once the debt is repaid or satisfactory arrangements made, HHS may continue to take that delinquency into account when determining whether the applicant will be responsible with an HHS grant or cooperative agreement, if awarded.

Any HHS program receiving funds from the Department of Agriculture FY 12 Title IV, Section 739 provision of the appropriations act OR from the Department of Interior FY 12 Title IV, Section 434 provision of the appropriations act, must ensure that no funds are used to enter into a contract, memorandum of understanding, or cooperative agreement with a grant to provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been

assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the government.

If a prospective recipient has any such issue, the HHS program shall alert PGO who will refer the matter to the HHS Suspension and Debarment Official through the Chief Grants Management/Contracting Officer (Director of PGO). No awards may be made until a determination is made by HHS.

Additional information on the requirements can be found on the CDC Web site at the following Internet address: http://www.cdc.gov/od/pgo/funding/Addtl_Reqmnts.htm.

Additional information regarding this award:

NOTE 28. PAYMENT INFORMATION:

Payment under this award will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS). Funds awarded for the HPP and PHEP budget period 01 activities have been placed in a separate sub-account in PMS. The HPP PMS account is 000507BT12H and the PHEP PMS account is 000507BT12P. Awardees are required to draw down funds from the applicable PMS subaccount for HPP and PHEP. Expenditures must be reported on the FFR (SF425) under the appropriate subaccount.

PMS will forward instructions for obtaining payments.
PMS correspondence, mailed through the U.S. Postal Service, should be addressed as follows:
Director, Division of Payment Management, OS/ASAM/PSC/FMS/DPM
P.O. Box 6021
Rockville, MD 20852
Phone Number: (877) 614-5533
Email: PMSSupport@psc.gov
Website: http://www.dpm.psc.gov/grant_recipient/shortcuts/shortcuts.aspx?explorer.event=true

Please Note: To obtain the contact information of DPM staff for the Governmental and Tribal Payment Branch, access the link below:

http://www.dpm.psc.gov/contacts/dpm_contact_list/gov_tribal.aspxexplorer.event=true

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

US Department of Health and Human Services
PSC/DFO/Division of Payment Management
7700 Wisconsin Avenue 10th Floor
Bethesda, MD 20814

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

NOTE 29. ACCEPTANCE OF THE TERMS OF AN AWARD:

By drawing or otherwise obtaining funds from the grant payment system, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer.

NOTE 30. CERTIFICATION STATEMENT: By drawing down funds, Awardee certifies that proper financial management controls and accounting systems to include personnel policies and procedures have been established to adequately administer Federal awards and funds drawn down are being used in accordance with applicable Federal cost principles, regulations and Budget and Congressional intent of the President.

CONTACTS

Business and Grants Policy Contact

Glynnis Taylor, Grants Management Officer
 Centers for Disease Control, PGO, Branch VI
 2920 Brandywine Road, Mail Stop K89
 Atlanta, GA 30341-4148
 Telephone: (770) 488-2752
 Fax: (770) 488-2670
 Email: gld1@cdc.gov

HPP Programmatic and Technical Contact
 Duane Wagner, Project Officer
 Hospital Preparedness Program
 Office of the Assistant Secretary for Preparedness and Response
 395 E. Street, SW
 10th Floor, Suite# S-1075
 Washington, DC 20201
 Telephone: (202) 329-7205
 Email: Duane.Wagner@hhs.gov

PHEP Programmatic and Technical Contact
 Rose Wang, Project Officer
 Division of State and Local Readiness
 Office of Public Health Preparedness and Emergency Response
 Centers for Disease Control and Prevention
 1600 Clifton Road NE
 Mail Stop: D29
 Atlanta, Georgia 30329
 Telephone: (404) 639-2523
 Email: RTWang@cdc.gov

STAFF CONTACTS

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 Centers for Disease Control and Prevention
 Procurement and Grants Office
 Koger Center, Colgate Building
 2920 Brandywine Road, Mail Stop K 69
 Atlanta, GA 30341
 Email: gtaylor1@cdc.gov Phone: 770-488-2752 Fax: 770-488-2670

Grants Management Officer: Sharon H Robertson
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 2920 Brandywine Road, Mail Stop K 69
 Atlanta, GA 30341
 Email: sqr2@cdc.gov Phone: 770-488-2748 Fax: 770-488-2777

SPREADSHEET SUMMARY

GRANT NUMBER: 1U90TP000507-01

INSTITUTION: CHICAGO DEPARTMENT OF PUBLIC HEALTH

Budget	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries and Wages	\$4,471,106				
Fringe Benefits	\$1,537,681				
Personnel Costs (Subtotal)	\$6,008,787				
Supplies	\$139,719				
Travel Costs	\$49,628				
Consortium/Contractual Cost	\$4,726,442				

Other	\$789,749	\$13,116,530	\$13,116,530	\$13,116,530	\$13,116,530
TOTAL FEDERAL DC	\$11,714,325	\$13,116,530	\$13,116,530	\$13,116,530	\$13,116,530
TOTAL FEDERAL F&A	\$1,402,205				
TOTAL COST	\$13,116,530	\$13,116,530	\$13,116,530	\$13,116,530	\$13,116,530

Chicago

Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) - Program Announcement TP12-1201 - Budget Period 01		PHEP Total		HPP Total		Total Funded		PHEP Match		HPP Match		Total Match		Total Budget	
Financial Assistance															
Personnel	\$	4,223,589	\$	247,517	\$	4,471,106	\$	-	\$	-	\$	-	\$	-	\$ 4,471,106
Fringe	\$	1,456,718	\$	80,963	\$	1,537,681	\$	-	\$	-	\$	-	\$	-	\$ 1,537,681
Travel	\$	42,753	\$	6,875	\$	49,628	\$	-	\$	-	\$	-	\$	-	\$ 49,628
Equipment	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
Supplies	\$	138,469	\$	1,250	\$	139,719	\$	-	\$	-	\$	-	\$	-	\$ 139,719
Contracts	\$	2,156,812	\$	2,569,630	\$	4,726,442	\$	-	\$	-	\$	-	\$	-	\$ 4,726,442
Consultant	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
Other	\$	770,307	\$	19,442	\$	789,749	\$	-	\$	-	\$	-	\$	-	\$ 789,749
Total Direct Cost	\$	8,788,648	\$	2,925,677	\$	11,714,325	\$	-	\$	-	\$	-	\$	-	\$ 11,714,325
Total Indirect Cost	\$	1,052,001	\$	350,204	\$	1,402,205	\$	-	\$	-	\$	-	\$	-	\$ 1,402,205
TOTAL-FA	\$	9,840,649	\$	3,275,881	\$	13,116,530	\$	-	\$	-	\$	-	\$	-	\$ 13,116,530
Direct Assistance															
Personnel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
Federal Contract	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
Other	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
TOTAL--DA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -
TOTAL AWARD	\$	9,840,649	\$	3,275,881	\$	13,116,530	\$	-	\$	-	\$	-	\$	-	\$ 13,116,530

Note: The amounts shown in FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.

Restricted Funds					
Restrict during Review	\$	-	\$	-	\$ -
Unallocated Funds	\$	22,368	\$	22,368	\$ 22,368
	\$	-	\$	22,368	\$ 22,368

Chicago

Public Health Emergency Preparedness (PHEP) -- Program Announcement TP12-1201 -- Budget Period 01		Level 1 Lab		Total Funded		Match		Total Budget	
	Base	CRI							
Financial Assistance									
Personnel	\$ 3,741,361	\$ 482,228	\$	\$	\$ 4,223,589	\$	\$	\$ 4,223,589	
Fringe	\$ 1,290,397	\$ 166,321	\$	\$	\$ 1,456,718	\$	\$	\$ 1,456,718	
Travel	\$ 42,326	\$ 427	\$	\$	\$ 42,753	\$	\$	\$ 42,753	
Equipment	\$	\$	\$	\$	\$	\$	\$	\$	
Supplies	\$ 104,029	\$ 34,440	\$	\$	\$ 138,469	\$	\$	\$ 138,469	
Contracts	\$ 1,664,020	\$ 492,792	\$	\$	\$ 2,156,812	\$	\$	\$ 2,156,812	
Consultant	\$	\$	\$	\$	\$	\$	\$	\$	
Other	\$ 537,360	\$ 232,947	\$	\$	\$ 770,307	\$	\$	\$ 770,307	
Total Direct Cost	\$ 7,379,493	\$ 1,409,155	\$	\$	\$ 8,788,648	\$	\$	\$ 8,788,648	
Total Indirect Cost	\$ 883,325	\$ 168,676	\$	\$	\$ 1,052,001	\$	\$	\$ 1,052,001	
TOTAL--FA	\$ 8,262,818	\$ 1,577,831	\$	\$	\$ 9,840,649	\$	\$	\$ 9,840,649	
Direct Assistance									
Personnel	\$	\$	\$	\$	\$	\$	\$	\$	
Federal Contract	\$	\$	\$	\$	\$	\$	\$	\$	
Other	\$	\$	\$	\$	\$	\$	\$	\$	
TOTAL--DA	\$	\$	\$	\$	\$	\$	\$	\$	
TOTAL AWARD	\$ 8,262,818	\$ 1,577,831	\$	\$	\$ 9,840,649	\$	\$	\$ 9,840,649	

Note: The amounts shown in FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.

Restricted Funds	Restrict during Review	Unallocated Funds	Total Restricted
\$	\$	\$	\$
\$	\$ 22,368	\$	\$ 22,368
			Total Restricted \$ 22,368

Chicago

Hospital Preparedness Program (HPP) -- Program Announcement TP12-1201 -- Budget Period 01

	Base	Total Funded	Match	Total Budget
Financial Assistance				
Personnel	\$ 247,517	\$ 247,517	\$ -	\$ 247,517
Fringe	\$ 80,963	\$ 80,963	\$ -	\$ 80,963
Travel	\$ 6,875	\$ 6,875	\$ -	\$ 6,875
Equipment	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 1,250	\$ 1,250	\$ -	\$ 1,250
Contracts	\$ 2,569,630	\$ 2,569,630	\$ -	\$ 2,569,630
Consultant	\$ -	\$ -	\$ -	\$ -
Other	\$ 19,442	\$ 19,442	\$ -	\$ 19,442
Total Direct Cost	\$ 2,925,677	\$ 2,925,677	\$ -	\$ 2,925,677
Total Indirect Cost	\$ 350,204	\$ 350,204	\$ -	\$ 350,204
TOTAL--FA	\$ 3,275,881	\$ 3,275,881	\$ -	\$ 3,275,881
Direct Assistance				
Personnel	\$ -	\$ -	\$ -	\$ -
Federal Contract	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -
TOTAL--DA	\$ -	\$ -	\$ -	\$ -
TOTAL AWARD	\$ 3,275,881	\$ 3,275,881	\$ -	\$ 3,275,881

Note: The amounts shown in FA-Other include funds that are in suspense and restricted pending prior approval. Restricted amounts are shown below.

Restricted Funds			
Restrict during Review	\$ -	\$ -	\$ -
Unallocated Funds	\$ -	\$ -	\$ -
Total Restricted	\$ -	\$ -	\$ -

BP1 WCOA & BCOA Report for Chicago
Budget Period: 07/01/2012 to 06/30/2013
Date Application Submitted: 04/27/2012

Privileged Communication
Centers for Disease Control and Prevention
Grant Number: 517008
Program Announcement #: CDC-RFA-TP12-1201

Work Plan Conditions Of Award (WCOA)

Summary Notes Related to Overall Application

HPP

HighTR (ID#: 27676) - Weakness

Chicago must submit a comprehensive exercise and training plan in accordance with FY12 HPP FOA guidance.

Recommendation: Submit the comprehensive exercise and training plans.

PHEP

MediumTR (ID#: 28015) - Weakness

Awardee should re-submit a 5 year forecast with key milestone dates for BP 1 and all remaining PHEP strategic priorities for BP 2-5 within 30 days of the NOA.

Recommendation: Awardee should re-submit a 5 year forecast with key milestone dates for BP 1 and all remaining PHEP strategic priorities for BP 2-5 within 30 days of the NOA.

HighTR (ID#: 28018) - Weakness

Although 3 capabilities are the primary focus of the first budget period, planned activities for other capabilities include "building" or "sustaining" certain functions and resource elements. Upon close review of personnel and budget line items associated to all proposed work plan activities, the proposed timelines for achieving planned activities is unrealistic due to the fact that resources associated to performing the work involve minimal staffing (e.g. 1 or 2 people at 25% time), vacant positions, and "TBD" contractors that have been unnamed or unfilled since BP 11 (2011-2012) with no SOW attached to the application. Capabilities where this is a recurring issue and concern are public health laboratory, community preparedness, and information sharing (which can impact public health surveillance and epi). Lengthy contracting and hiring processes will create gaps in awardee performance as well as contribute to large proportion of unobligated funds at the end of year. Awardee is advised that unobligated funds are not guaranteed to be carried over in subsequent budget periods and may be issued in lieu of new funding.

Recommendation: Awardee should focus on successfully achieving all proposed activities for the 3 identified capabilities (Community Preparedness, Fatality Management, and Public Health Surveillance Epidemiology and Investigation). Project Officer strongly encourages the following be addressed before mid-year of BP1: 1) fill laboratory liaison vacancy, and 2) issue RFP for the COOP, HAN, Delegate Agencies and "Community Preparedness and Recovery" contracts.

Summary Notes Related to Capabilities Plan: Public Health Surveillance & Epidemiological Investigation

PHEP
MediumTR (ID#: 28055) - Weakness
PHSEI.F4.S2
Risk to the function and correlating capabilities is the vacant PH Informatics manager and the QA/Lab Liaison positions.
Recommendation: Hire PH Informatics Manager and Lab Liaison/QA Manager.
Related Component: 4. Improve public health surveillance and epidemiological investigation systems...
Related sub - component: S2. Competencies for a Public Health Informatician

Summary Notes Related to Capabilities Plan: Public Health Laboratory Testing

PHEP
HighTR (ID#: 28050) - Weakness
PHL.F2 - Awardee is proposing to "build" or "sustain" activities in lab through two vacant personnel positions, the most important being the Lab Liaison, which has been vacant for an extensive period of time.
Recommendation: Hire laboratory liaison in BP 1.
Related Component: 2. Perform sample management...
Related sub - component: P1. Procedures and protocols for sample collection,P2. Protocol for transportation security for laboratory materials,P3. Protocol for chain of custody,P4. Procedures in place to maintain sampling and/or shipping supplies stock,S3. Shipping and packaging training

Summary Notes Related to Capabilities Plan: Medical Materiel Management & Distribution

PHEP
LowTR (ID#: 28046) - Recommendation
MMMD.F2.S4
As per TAR recommendation 7.16
CDPH leaders listed as authorized signers for the receipt of SNS assets should be briefed at least annually with regard to the role they will have in receiving SNS assets and thereby initiating a medical countermeasures distribution and dispensing campaign
Related Component: 2. Acquire medical materiel...
Related sub - component: S4. Pharmaceutical license and management identification

Summary Notes Related to Capabilities Plan: Community Preparedness

PHEP
HighTR (ID#: 28026) - Weakness
There are several contracts associated to this capability that are identified as 'TBD' and a couple of vacant positions associated as well. The lengthy contracting and hiring processes is cause for concern in the awardee's ability to accomplish the activities identified in this capability. Current BP 11 Risk-Based Funding experiences validate this concern.
Recommendation: Provide PHEP PO within 30 days of NOA the key milestones that take into account administrative delays in hiring and contracting for realistic completion of planned activities before June 30, 2013.
Related Component: Overall
Related sub - component: NA

Budget Conditions of Award (BCOA)

Budget Conditions of Award (BCOA) for HPP-Base Funding Source

Type	Category	Description	Requested \$	Approved \$
Needs More Info	Contractual	MCHC Chicago Hospital Council	\$2,569,630	\$2,569,630
Work Plan Association: HPP Capabilities Plan: Emergency Operations Coordination, HPP Capabilities Plan: Fatality Management, HPP Capabilities Plan: Healthcare System Preparedness, HPP Capabilities Plan: Healthcare System Recovery, HPP Capabilities Plan: Information Sharing, HPP Capabilities Plan: Medical Surge, HPP Capabilities Plan: Responder Safety and Health, HPP Capabilities Plan: Volunteer Management,				
Exception Text: Provide name of contractor.				

Budget Conditions of Award (BCOA) for PHEP-Base Funding Source

Type	Category	Description	Requested \$	Approved \$
Needs More Info	Personnel	Manager of Quality Assurance, Lab Liaison (Personnel: \$77,764/ Fringe: \$26,821)	\$104,585	\$104,585
Work Plan Association: Capabilities: Public Health Laboratory Testing, Capabilities: Public Health Surveillance & Epidemiological Investigation, PHEP Capabilities Plan: Public Health Laboratory Testing, PHEP Capabilities Plan: Public Health Surveillance & Epidemiological Investigation,				
Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,				
Needs More Info	Personnel	Program Manager for Informatics (Personnel: \$124,600/ Fringe: \$42,975)	\$167,575	\$167,575
Work Plan Association: Capabilities: Information Sharing, Capabilities: Public Health Laboratory Testing, Capabilities: Public Health Surveillance & Epidemiological Investigation, PHEP Capabilities Plan: Information Sharing, PHEP Capabilities Plan: Public Health Laboratory Testing, PHEP Capabilities Plan: Public Health Surveillance & Epidemiological Investigation,				
Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,				
Needs More Info	Personnel	***Senior Emergency Management Coordinator (Personnel: \$66,201/ Fringe: \$22,833)	\$89,034	\$89,034
Work Plan Association: Capabilities: Community Preparedness, Capabilities: Emergency Operations Coordination, Capabilities: Medical Countermeasure Dispensing, PHEP Capabilities Plan: Community Preparedness, PHEP Capabilities Plan: Emergency Operations Coordination, PHEP Capabilities Plan: Medical Countermeasure Dispensing,				
Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,				
Needs More Info	Personnel	***Projects Administrator (Personnel: \$68,672/ Fringe: \$23,685)	\$92,357	\$92,357
Work Plan Association: Capabilities: Community Preparedness, Capabilities: Community Recovery, PHEP Capabilities Plan: Community Preparedness, PHEP Capabilities Plan: Community Recovery,				
Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,				
Needs More Info	Personnel	***Medical Logistician (Personnel: \$38,732/ Fringe: \$13,359)	\$52,091	\$52,091

Budget Conditions of Award (BCOA) for PHEP-Base Funding Source

Type	Category	Description	Requested \$	Approved \$
		Work Plan Association: Capabilities: Medical Materiel Management & Distribution,PHEP Capabilities Plan: Medical Materiel Management & Distribution, Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	***Medical Logistician (Personnel: \$38,732/ Fringe: \$13,359)	\$52,091	\$52,091
		Work Plan Association: Capabilities: Medical Materiel Management & Distribution,PHEP Capabilities Plan: Medical Materiel Management & Distribution, Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	***Program Analyst (Personnel: \$66,201/ Fringe: \$22,833)	\$89,034	\$89,034
		Work Plan Association: Capabilities: Public Health Surveillance & Epidemiological Investigation,PHEP Capabilities Plan: Public Health Surveillance & Epidemiological Investigation, Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	***Program Analyst (Personnel: \$69,874/ Fringe: \$24,100)	\$93,974	\$93,974
		Work Plan Association: Capabilities: Public Health Surveillance & Epidemiological Investigation,PHEP Capabilities Plan: Public Health Surveillance & Epidemiological Investigation, Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	***Attorney (Personnel: \$39,795/ Fringe: \$13,725)	\$53,520	\$53,520
		Work Plan Association: Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	OVERTIME (Personnel: \$15,000/ Fringe: \$5,174)	\$20,174	\$20,174
		Work Plan Association: Exception Text: Other: Provide hourly rate for OT and estimated # of hours (or funding formula).		
Needs More Info	Contractual	COOP Contractor - TBD through RFP	\$200,000	\$200,000
		Work Plan Association: Capabilities: Community Preparedness,Capabilities: Community Recovery,PHEP Capabilities Plan: Community Preparedness,PHEP Capabilities Plan: Community Recovery, Exception Text: Provide name of contractor. Verify the contract period. (Start and/or end dates for contract not within the current program budget period.) Provide itemized budget and justification. Other: Provide PO with draft SOW that was released during CDPH's RFP process in BP 11.		
Needs More Info	Contractual	Delegate Agencies TBD	\$200,000	\$200,000
		Work Plan Association: Capabilities: Community Preparedness,Capabilities: Community Recovery,PHEP Capabilities Plan: Community Preparedness,PHEP Capabilities Plan: Community Recovery, Exception Text: Provide name of contractor. Verify the contract period. (Start and/or end dates for contract not within the current program budget period.) Provide itemized budget and justification. Other: Provide PO with draft SOW that was released during CDPH's RFP process in BP 11.		
Needs More Info	Contractual	Contract for HAN Enhancements and Fourth Tier Support	\$100,000	\$100,000

Budget Conditions of Award (BCOA) for PHEP-Base Funding Source

Type	Category	Description	Requested \$	Approved \$
		<p>Work Plan Association: Capabilities: Information Sharing,PHEP Capabilities Plan: Information Sharing,</p> <p>Exception Text: Provide name of contractor.</p>		
Needs More Info	Contractual	TBD RFP Community Preparedness and Recovery	\$350,000	\$350,000
		<p>Work Plan Association: Capabilities: Community Preparedness,Capabilities: Community Recovery,Capabilities: Fatality Management,Capabilities: Information Sharing,Capabilities: Medical Surge,Capabilities: Volunteer Management,PHEP Capabilities Plan: Community Preparedness,PHEP Capabilities Plan: Community Recovery,PHEP Capabilities Plan: Fatality Management,PHEP Capabilities Plan: Information Sharing,PHEP Capabilities Plan: Medical Surge,PHEP Capabilities Plan: Volunteer Management,</p> <p>Exception Text: Provide name of contractor. Provide itemized budget and justification. Other: Provide PO with draft SOW that was released during CDPH's RFP process in BP 11.</p>		
Needs More Info	Other	Software License Costs	\$12,000	\$12,000
		<p>Work Plan Association: Capabilities: Information Sharing,Capabilities: Public Health Surveillance & Epidemiological Investigation,PHEP Capabilities Plan: Information Sharing,PHEP Capabilities Plan: Public Health Surveillance & Epidemiological Investigation,</p> <p>Exception Text: Other: Provide itemization</p>		
Needs More Info	Other	RedHat Enterprise License renewal	\$19,200	\$19,200
		<p>Work Plan Association: Capabilities: Information Sharing,PHEP Capabilities Plan: Information Sharing,</p> <p>Exception Text: Provide name of contractor. Provide itemized budget and justification.</p>		
Needs More Info	Other	JBOSS [EAP]License	\$40,000	\$40,000
		<p>Work Plan Association: Capabilities: Information Sharing,PHEP Capabilities Plan: Information Sharing,</p> <p>Exception Text: Provide name of contractor. Provide itemized budget and justification.</p>		
Needs More Info	Other	JBOSS Hibernate	\$15,000	\$15,000
		<p>Work Plan Association: Capabilities: Information Sharing,PHEP Capabilities Plan: Information Sharing,</p> <p>Exception Text: Provide name of contractor. Provide itemized budget and justification.</p>		
Needs More Info	Other	Cogix Renewal	\$12,000	\$12,000
		<p>Work Plan Association: Capabilities: Information Sharing,PHEP Capabilities Plan: Information Sharing,</p> <p>Exception Text: Provide name of contractor. Provide itemized budget and justification.</p>		
Needs More Info	Other	Mass Notification Services	\$50,000	\$50,000
		<p>Work Plan Association: Capabilities: Information Sharing,PHEP Capabilities Plan: Information Sharing,</p> <p>Exception Text: Provide name of contractor. Provide itemized budget and justification (e.g., formula used to determine local health department, HCC, hospital or HCO funding, etc.).</p>		

Budget Conditions of Award (BCOA) for PHEP-CRI Funding Source

Type	Category	Description	Requested \$	Approved \$
Needs More Info	Personnel	***Coordinator of Maintenance and Repairs (Personnel: \$54,279/ Fringe: \$18,721)	\$73,000	\$73,000
		Work Plan Association: Capabilities: Medical Countermeasure Dispensing, Capabilities: Medical Materiel Management & Distribution, PHEP Capabilities Plan: Medical Countermeasure Dispensing, PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
		Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	***Senior Emergency Management Coordinator (Personnel: \$69,511/ Fringe: \$23,974)	\$93,485	\$93,485
		Work Plan Association: Capabilities: Medical Countermeasure Dispensing, Capabilities: Medical Materiel Management & Distribution, PHEP Capabilities Plan: Medical Countermeasure Dispensing, PHEP Capabilities Plan: Medical Materiel Management & Distribution,		
		Exception Text: Provide name of person and how much of an FTE will be selected to fill this position when position is filled,		
Needs More Info	Personnel	***Projected Overtime Costs (Personnel: \$2,000/ Fringe: \$690)	\$2,690	\$2,690
		Work Plan Association:		
		Exception Text: Other: Provide hourly rate for OT and estimated # of hours (or funding formula).		

BP1 Budget Detail Report For Chicago
Budget Period: 07/01/2012 To 06/30/2013
Date Application Submitted:

Privileged Communication

Grant Number: 517008

Program Announcement #: CDC-RFA-TP12-1201

PHEP-Base

Financial Assistance: Personnel

Administrative

Total: \$3,741,361

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardee Level	0	0	Deputy Commissioner	Suzet McKinney	\$109,741	100	12	\$109,741
Awardee Level	0	0	Assistant Program Director	Vijaya Bobba	\$73,275	100	12	\$73,275
Awardee Level	0	0	Project Administrator/Executive Administrator	Victor Wojtychiv	\$90,513	100	12	\$90,513
Awardee Level	0	0	Finance Officer	Corey Harris	\$74,134	50	12	\$37,067
Awardee Level	0	0	Program Director	Shirley Nash	\$75,454	100	12	\$75,454
Awardee Level	0	0	***Auditor III/Assistant Executive Director	Catarina Cozzi	\$82,610	75	12	\$61,958

Planner or Evaluator

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardee Level	0	0	Projects Administrator	Victor Ilegbodu	\$90,780	100	12	\$90,780
Awardee Level	0	0	Director of Planning, Research and	Jacqueline Tiema-Massey	\$75,668	100	12	\$75,668
Awardee Level	0	0	Senior Emergency Management Coordinator	Kate Schellinger	\$61,604	100	12	\$61,604
Awardee Level	0	0	***Projects Administrator	Darnell Thomas	\$68,469	100	12	\$68,469
Awardee Level	0	0	***Projects Administrator	Vacant	\$68,672	100	12	\$68,672
Awardee Level	0	0	***Grants Research Specialist	Mahita Bobba	\$65,244	100	12	\$65,244
Awardee Level	0	0	***Program Analyst	VACANT NEW	\$66,201	100	12	\$66,201

Administrative Support / Clerical

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardee Level	0	0	Administrative Assistant III	Linda Williams	\$66,211	100	12	\$66,211
Awardee Level	0	0	Senior Data Entry Operator	Karin Hearn	\$52,368	100	12	\$52,368
Awardee Level	0	0	Senior Data Entry Operator	Diana LaPorte	\$47,809	100	12	\$47,809
Awardee Level	0	0	Administrative Assistant - III	Edward Moy	\$60,337	100	12	\$60,337
Awardee Level	0	0	Administrative Assistant III	Martha Mack	\$66,211	100	12	\$66,211

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awarded Level	0	0	Administrative Assistant - II	Joanne Hall-Woods	\$57,464	100	12	\$57,464
Awarded Level	0	0	***Administrative Assistant - III	Shirin Nikamat-Fard	\$69,211	100	12	\$69,211
Personnel -- Other								
Awarded Level	0	0	Project Administrator/SNS Director	Mike Robbins	\$100,286	100	12	\$100,286
Awarded Level	0	0	Manager of Quality Assurance, Lab Liaison	VACANT	\$77,764	100	12	\$77,764
Awarded Level	0	0	OVERTIME	TBD	\$15,000	100	12	\$15,000
Awarded Level	0	0	Medical Director	William Wong	\$134,002	100	12	\$134,002
Awarded Level	0	0	Senior Emergency Management Coordinator	Marc Khatchadourian	\$60,760	100	12	\$60,760
Awarded Level	0	0	Project Manager/CBRN	Phillip Bataglia	\$73,340	100	12	\$73,340
Awarded Level	0	0	Assistant Commissioner	Christopher Shields	\$90,228	100	12	\$90,228
Awarded Level	0	0	Sanitarian - II	Anita Brazil	\$54,427	100	12	\$54,427
Awarded Level	0	0	Sanitarian - II	Jesus Su	\$63,224	100	12	\$63,224
Awarded Level	0	0	Sanitarian - II	Marwan Tamimi	\$60,337	100	12	\$60,337
Awarded Level	0	0	Regional Communicable Disease Investigator	Julio Fernandez	\$68,135	100	12	\$68,135
Awarded Level	0	0	***Senior Emergency Management Coordinator	Vacant	\$66,201	100	12	\$66,201
Awarded Level	0	0	***Medical Logistician	Vacant	\$38,732	100	12	\$38,732
Awarded Level	0	0	***Medical Logistician	Vacant	\$38,732	100	12	\$38,732
Awarded Level	0	0	***Program Analyst	VACANT NEW	\$69,874	100	12	\$69,874
Awarded Level	0	0	***Public Health Administrator I	Susan Woods	\$54,986	50	12	\$27,493
Environmental Health Specialist								
Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awarded Level	0	0	Acute Disease Surveillance Medical Director	Dr. Courtland Lohf	\$134,002	100	12	\$134,002
HAN Administrator								
Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awarded Level	0	0	Chief Programmer/Analyst	Deborah Anderson	\$99,975	100	12	\$99,975
Information Technology (IT) Specialist, Professional or Manager								
Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awarded Level	0	0	Public Health Administrator - II	Michelle Reed	\$66,225	100	12	\$66,225
Awarded Level	0	0	Senior Programmer Analyst	Edward Palmer	\$89,810	100	12	\$89,810
Awarded Level	0	0	Senior Telecommunication Specialist	Ed Roa	\$68,644	100	12	\$68,644
Awarded Level	0	0	Programmer Analyst	Trina Donald	\$65,244	100	12	\$65,244
Awarded Level	0	0	Program Manager for Informatics	VACANT	\$124,600	100	12	\$124,600
Field Investigator								
Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awarded Level	0	0	Communicable Disease Control Investigator - II	Charmaine Latimore	\$54,878	100	12	\$54,878

Epidemiologist -- Infectious Disease

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardoo Level	0		Epidemiologist - II	Kingsley Weaver	\$82,610	100	12	\$82,610
Awardoo Level	0		Epidemiologist - II	Shamika Smith	\$75,319	100	12	\$75,319
Awardoo Level	0		Epidemiologist - II	Saadah Ewaldah	\$82,610	100	12	\$82,610

Occupational and Hazard Assessment Specialist

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardoo Level	0		Manager of Emergency Services/Drill Instructor	Edward Lefeavour	\$79,043	100	12	\$79,043

Trainer or Educator

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardoo Level	0		Psychologist	Nikolela Boukydis	\$85,885	100	12	\$85,885
Awardoo Level	0		Clinical Trainer/Public Health Nurse IV	Theresa Browley	\$96,108	100	12	\$96,108

Epidemiologist -- Manager

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardoo Level	0		Epidemiologist IV	Alicia Siston	\$87,810	100	12	\$87,810

Legal Council

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardoo Level	0		***Attorney	VACANT NEW	\$79,590	50	12	\$39,795

Financial Assistance: Fringe

Total: \$1,290,397

Administrative

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0		Deputy Commissioner	Suzet McKinney	34.49%	\$0	\$37,650
Awardoo Level	0		Assistant Program Director	Vijaya Bobba	34.49%	\$0	\$25,273
Awardoo Level	0		Project Administrator/Executive Administrator	Victor Wojtychiw	34.49%	\$0	\$31,218
Awardoo Level	0		Finance Officer	Corey Harris	34.49%	\$0	\$12,784
Awardoo Level	0		Program Director	Shirley Nash	34.49%	\$0	\$26,024
Awardoo Level	0		***Auditor III/Assistant Executive Director	Catanna Cozzi	34.49%	\$0	\$21,369

Planner or Evaluator

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0		Projects Administrator	Victor Ilegbodu	34.49%	\$0	\$31,310
Awardoo Level	0		Director of Planning, Research and Development	Jacqueline Triema-Massey	34.49%	\$0	\$26,098
Awardoo Level	0		Senior Emergency Management Coordinator	Kate Schellinger	34.49%	\$0	\$21,247
Awardoo Level	0		***Projects Administrator	Darnell Thomas	34.49%	\$0	\$23,615
Awardoo Level	0		***Projects Administrator	Vacant	34.49%	\$0	\$23,685
Awardoo Level	0		***Grants Research Specialist	Mahita Bobba	34.49%	\$0	\$22,503

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awarded Level	0	0	***Program Analyst	VACANT NEW	34.49%	\$0	\$22,833
Administrative Support / Clerical							
Awarded Level	0	0	Administrative Assistant III	Linda Williams	34.49%	\$0	\$23,871
Awarded Level	0	0	Senior Data Entry Operator	Karin Hearan	34.49%	\$0	\$18,062
Awarded Level	0	0	Senior Data Entry Operator	Diana LaPorte	34.49%	\$0	\$16,489
Awarded Level	0	0	Administrative Assistant - III	Edward Moy	34.49%	\$0	\$20,810
Awarded Level	0	0	Administrative Assistant III	Martha Mack	34.49%	\$0	\$23,871
Awarded Level	0	0	Administrative Assistant - II	Joanne Hall-Woods	34.49%	\$0	\$18,819
Awarded Level	0	0	***Administrative Assistant - III	Shirin Nikamal-Ferd	34.49%	\$0	\$23,871

Personnel - Other

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awarded Level	0	0	Project Administrator/SNS Director	Mike Robbins	34.49%	\$0	\$34,592
Awarded Level	0	0	Manager of Quality Assurance, Lab Liaison	VACANT	34.49%	\$0	\$26,821
Awarded Level	0	0	OVERTIME	TBD	34.49%	\$0	\$5,174
Awarded Level	0	0	Medical Director	William Wong	34.49%	\$0	\$46,217
Awarded Level	0	0	Senior Emergency Management Coordinator	Marc Khatchadourian	34.49%	\$0	\$20,956
Awarded Level	0	0	Project Manager/CBRN	Philip Bataglia	34.49%	\$0	\$25,295
Awarded Level	0	0	Assistant Commissioner	Christopher Shields	34.49%	\$0	\$31,120
Awarded Level	0	0	Sanitarian - II	Anita Brazil	34.49%	\$0	\$18,772
Awarded Level	0	0	Sanitarian - II	Jesus Su	34.49%	\$0	\$21,806
Awarded Level	0	0	Sanitarian - II	Marwan Tamimi	34.49%	\$0	\$20,810
Awarded Level	0	0	Regional Communicable Disease Investigator	Julio Fernandez	34.49%	\$0	\$23,500
Awarded Level	0	0	***Senior Emergency Management Coordinator	Vacant	34.49%	\$0	\$22,833
Awarded Level	0	0	***Medical Logistician	Vacant	34.49%	\$0	\$13,359
Awarded Level	0	0	***Program Analyst	Vacant	34.49%	\$0	\$13,359
Awarded Level	0	0	***Public Health Administrator I	VACANT NEW	34.49%	\$0	\$24,100
Awarded Level	0	0	***Public Health Administrator I	Susan Woods	34.49%	\$0	\$8,482

Environmental Health Specialist

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awarded Level	0	0	Acute Disease Surveillance Medical Director	Dr. Courtland Lohf	34.49%	\$0	\$46,217

HAN Administrator

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awarded Level	0	0	Chief Programmer/Analyst	Deborah Anderson	34.49%	\$0	\$34,481

Information Technology (IT) Specialist, Professional or Manager

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awarded Level	0	0	Specialist, Professional or Manager	Deborah Anderson	34.49%	\$0	\$34,481

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0	0	Public Health Administrator - II	Michelle Reed	34.49%	\$0	\$22,841
Awardoo Level	0	0	Senior Programmer Analyst	Edward Palmer	34.49%	\$0	\$30,975
Awardoo Level	0	0	Senior Telecommunication Specialist	Ed Roa	34.49%	\$0	\$23,675
Awardoo Level	0	0	Programmer Analyst	Trina Donald	34.49%	\$0	\$22,503
Awardoo Level	0	0	Program Manager for Informatics	VACANT	34.49%	\$0	\$42,975
Field Investigator							
Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0	0	Communicable Disease Control Investigator - II	Charmaine Latimore	34.49%	\$0	\$18,927
Epidemiologist - Infectious Disease							
Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0	0	Epidemiologist - II	Kingsley Weaver	34.49%	\$0	\$28,482
Awardoo Level	0	0	Epidemiologist - II	Sharmika Smith	34.49%	\$0	\$25,978
Awardoo Level	0	0	Epidemiologist - II	Saadah Ewaldah	34.49%	\$0	\$28,482
Occupational and Hazard Assessment Specialist							
Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0	0	Manager of Emergency Services/Drill Instructor	Edward Lefeavour	34.49%	\$0	\$27,262
Trainer or Educator							
Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0	0	Psychologist	Nikoleta Boukydis	34.49%	\$0	\$28,622
Awardoo Level	0	0	Clinical Trainer/Public Health Nurse IV	Theresa Browley	34.49%	\$0	\$33,148
Epidemiologist - Manager							
Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0	0	Epidemiologist IV	Alicia Siston	34.49%	\$0	\$30,286
Legal Council							
Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardoo Level	0	0	***Attorney	VACANT NEW	34.49%	\$0	\$13,725

Financial Assistance: Travel **Total: \$42,694**

Locality	Org ID	Ver	Localon	Travel Type	Trips	People	Days	Nights	Miles	\$ Airfare	\$ Lodging	\$ Other	\$ Per	\$ Total
Awardoo Level	0	0	Local Transportation	In State	1	2	0	0	0	\$0	\$0	\$120	\$0	\$240
Awardoo Level	0	0	Local Transportation	In State	1	1	0	0	0	\$0	\$0	\$375	\$0	\$375
Awardoo Level	0	0	Local Transportation	In State	1	1	1	1	460	\$0	\$0	\$250	\$0	\$505
Awardoo Level	0	0	PHIN Annual Conference	Out of State	1	1	4	3	0	\$400	\$224	\$45	\$46	\$1,302
Awardoo Level	0	0	Annual Public Health	Out of State	1	6	5	4	0	\$400	\$224	\$45	\$46	\$9,432
Awardoo Level	0	0	Planning meetings &	In State	1	2	2	1	1500	\$0	\$0	\$29	\$46	\$1,892

Financial Assistance: Other

Locality	Org ID	Ver	Item Description	\$ Requested
Awardoo Level	0		Xerox maintenance and usage agreement	\$2,200
Awardoo Level	0		Two-way pagers usage and monthly fees	\$9,911
Awardoo Level	0		Telephone line access/usage costs	\$18,667
Awardoo Level	0		Voice mail maintenance cost	\$665
Awardoo Level	0		Internet Access	\$6,417
Awardoo Level	0		Postage (postage and Fed Ex costs)	\$7,500
Awardoo Level	0		Training Center Emergency Equipment repair labor costs	\$4,000
Awardoo Level	0		Direct TV for 5 CDPH sites	\$5,500
Awardoo Level	0		Usage Charges - Blackberry	\$20,260
Awardoo Level	0		Conference Calls	\$5,131
Awardoo Level	0		New Blackberries	\$5,544
Awardoo Level	0		UNISYS computer maintenance	\$29,436
Awardoo Level	0		Verizon Wireless Broadband cards 46ea @ \$35.01/mo	\$17,715
Awardoo Level	0		Photocopying Costs	\$20,630
Awardoo Level	0		Xerox maintenance and usage agreement for DePaul Center staff	\$8,250
Awardoo Level	0		Emergency Preparedness stand-by cell phones for emergency deployment, 20 cell phones @	\$1,303
Awardoo Level	0		Inventory Management System (IMS)	\$13,750
Awardoo Level	0		MRC fingerprinting and background checks about (12-15\$ per person * 100) ** Cost is general	\$1,500
Awardoo Level	0		Usage Charges for Cell Phones	\$5,082
Awardoo Level	0		UNISYS Laptop maintenance	\$72,118
Awardoo Level	0		New Verizon Broadband Service 7 new employees	\$2,686
Awardoo Level	0		Software License Costs	\$12,000
Awardoo Level	0		Office Maintenance	\$6,500
Awardoo Level	0		Nursing Uniform Allowance	\$900
Awardoo Level	0		1 way pager @ \$3.33/mox11x 2ea= \$73.26	\$73
Awardoo Level	0		Furniture	\$5,114
Awardoo Level	0		AV Equipment Maintenance	\$3,500
Awardoo Level	0		Training Center IT Costs	\$9,900
Awardoo Level	0		Domain Registration	\$200
Awardoo Level	0		RedHat Enterprise License renewal	\$19,200
Awardoo Level	0		JBOSS [EAP]License	\$40,000
Awardoo Level	0		JBOSS Hibernate	\$15,000
Awardoo Level	0		Cogix Renewal	\$12,000
Awardoo Level	0		Mass Notification Services	\$50,000

Total: \$514,992

Award/loc Level	0	Installation of generator at 2160 W. Ogden	\$ Requested
Professional education and development			\$14,455
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Training Materials
Award/loc Level	0	0	Training Staff Education (workshops, etc)
Award/loc Level	0	0	JAVA classes for 2 HAN Analysts
Award/loc Level	0	0	Reference Books
Award/loc Level	0	0	National Preparedness Leadership Initiative Executive Education Program @ Harvard School of Public
Award/loc Level	0	0	Lynda.com Training
Award/loc Level	0	0	Cogix Training
Professional Meetings / Conferences			\$ Requested
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Registration costs
Award/loc Level	0	0	Annual Infection Control Conference costs
Financial Assistance: Indirect			\$ Requested
NA			\$10,075
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Indirect cost for Funding Source Base at 11.97% covers all areas except EQUIPMENT
Total: \$883,325			\$10,000

Award/loc Level	0	Installation of generator at 2160 W. Ogden	\$ Requested
Professional education and development			\$14,455
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Training Materials
Award/loc Level	0	0	Training Staff Education (workshops, etc)
Award/loc Level	0	0	JAVA classes for 2 HAN Analysts
Award/loc Level	0	0	Reference Books
Award/loc Level	0	0	National Preparedness Leadership Initiative Executive Education Program @ Harvard School of Public
Award/loc Level	0	0	Lynda.com Training
Award/loc Level	0	0	Cogix Training
Professional Meetings / Conferences			\$ Requested
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Registration costs
Award/loc Level	0	0	Annual Infection Control Conference costs
Financial Assistance: Indirect			\$ Requested
NA			\$10,075
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Indirect cost for Funding Source Base at 11.97% covers all areas except EQUIPMENT
Total: \$883,325			\$10,000

Award/loc Level	0	Installation of generator at 2160 W. Ogden	\$ Requested
Professional education and development			\$14,455
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Training Materials
Award/loc Level	0	0	Training Staff Education (workshops, etc)
Award/loc Level	0	0	JAVA classes for 2 HAN Analysts
Award/loc Level	0	0	Reference Books
Award/loc Level	0	0	National Preparedness Leadership Initiative Executive Education Program @ Harvard School of Public
Award/loc Level	0	0	Lynda.com Training
Award/loc Level	0	0	Cogix Training
Professional Meetings / Conferences			\$ Requested
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Registration costs
Award/loc Level	0	0	Annual Infection Control Conference costs
Financial Assistance: Indirect			\$ Requested
NA			\$10,075
Locality	Org ID	Ver	Item Description
Award/loc Level	0	0	Indirect cost for Funding Source Base at 11.97% covers all areas except EQUIPMENT
Total: \$883,325			\$10,000

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Award/loc Level	0	0	Training Coordinator	Mar Jill Franks	\$62,574	100	12	\$62,574
Award/loc Level	0	0	***Public Health Nurse - IV/Nurse Educator	Jannita Caine	\$91,533	100	12	\$91,533
Personnel -- Other								
Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Award/loc Level	0	0	Projects Administrator	Sarah Murray	\$68,512	100	12	\$68,512
Award/loc Level	0	0	Senior Emergency Management Coordinator	Richard Trojanek	\$67,594	100	12	\$67,594
Award/loc Level	0	0	***Coordinator of Maintenance and Repairs	VACANT	\$54,278	100	12	\$54,279
Award/loc Level	0	0	***Senior Emergency Management Coordinator	VACANT NEW	\$69,511	100	12	\$69,511
Administrative Support / Clerical								
Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested

Total: \$482,228

Awardee Level	0	Administrative Assistant III:	Jaime Salazar	\$66,225	100	12	\$66,225	
Administrative								
Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardee Level	0	***P	Projected Overtime Costs	TBD	\$2,000	100	12	\$2,000

Financial Assistance: Fringe
Trainer or Educator

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardee Level	0	0	Training Coordinator	Man Jill Franke	34.48%	\$0	\$21,582
Awardee Level	0	0	***Public Health Nurse - IV/Nurse Educator	Jannita Caine	34.48%	\$0	\$31,570

Personnel - Other

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardee Level	0	0	Projects Administrator	Sarah Murray	34.48%	\$0	\$23,630
Awardee Level	0	0	Senior Emergency Management Coordinator	Richard Trojanek	34.48%	\$0	\$23,313
Awardee Level	0	0	***Coordinator of Maintenance and Repairs	VACANT	34.48%	\$0	\$18,721
Awardee Level	0	0	***Senior Emergency Management Coordinator	VACANT NEW	34.48%	\$0	\$23,974

Administrative Support / Clerical

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardee Level	0	0	Administrative Assistant III:	Jaime Salazar	34.48%	\$0	\$22,841

Administrative

Locality	Org ID	Ver	Position/Title	Name	Fringe%	\$ Fringe	Total Fringe
Awardee Level	0	0	***Projected Overtime Costs	TBD	34.48%	\$0	\$680

Financial Assistance: Travel

Locality	Org ID	Ver	Location	Travel Type	Trips	People	Days	Nights	Miles	\$ Airfare	\$ Lodging	\$ Other	\$ Per	\$ Total
Awardee Level	0	0	***Joint Wisconsin-Illinois-	Out of State	11	1	1	0	70	\$0	\$0	\$0	\$0	\$427

Financial Assistance: Supplies

Locality	Org ID	Ver	Item Description	Quantity	Unit Cost	\$ Requested
Awardee Level	0	0	Heat Treated Pallets to replace untreated damaged pallets	820	\$42	\$34,440

Supplies and Equipment - Other

Locality	Org ID	Ver	Item Description	Quantity	Unit Cost	\$ Requested
Awardee Level	0	0	Heat Treated Pallets to replace untreated damaged pallets	820	\$42	\$34,440

Financial Assistance: Contractual

Contracts - Other	Total: \$492,792
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Locality	Org ID	Ver	Contractor	Selection	Type	Starts On	Ends On	Accountability	\$ Requested
Awardee Level	0		Cross Cultural Interpreting Service	Bid	Commercial	07/01/2012	06/30/2013	Quarterly Report	\$5,000
Awardee Level	0		Moore Medical, LLC -Rental Cost	Sole Source	Commercial	07/01/2012	06/30/2013	Quarterly Report	\$20,500
Awardee Level	0		Cold Chain Technologies	Sole Source	Local Health	07/01/2012	06/30/2013	Quarterly Report	\$150,000
Information Technology (IT) Consulting Services									
Locality	Org ID	Ver	Contractor	Selection	Type <td>Starts On</td> <td>Ends On</td> <td>Accountability</td> <td>\$ Requested</td>	Starts On	Ends On	Accountability	\$ Requested
Awardee Level	0		Integrated Solutions Consulting	Sole Source	Commercial	07/01/2012	06/30/2013	Quarterly Report	\$317,292

Financial Assistance: Other

Locality	Org ID	Ver	Item Description	\$ Requested
Awardee Level	0		Reprographics and printing of pamphlets, and flyers (both black and white)	\$15,100
Awardee Level	0		Nursing Uniform Allowance	\$900
Awardee Level	0		Besly Court Associates	\$126,670
Awardee Level	0		Generator, and Refrigeration and Repairs	\$15,000
Awardee Level	0		Maintenance of Warehouse Equipment	\$15,000
Awardee Level	0		Cleaning Service for Training Center (from city-wide contract) - 46hrs/wkx47wksx22.43/hr=\$48,494	\$48,494
Awardee Level	0		Cleaning Service for Pershing Warehouse (from city-wide contract) - 8hrs/wkx47wksx22.43/hr=\$8,434	\$8,434
Awardee Level	0		Pest Control Service for Pershing Warehouse (from city-wide contract) - \$120/mox11mo=\$1,320	\$1,320
Awardee Level	0		Furniture	\$2,029

Total: \$232,947

Financial Assistance: Indirect

Locality	Org ID	Ver	Item Description	\$ Requested
NA				
Awardee Level	0		Indirect cost for Funding Source CRI	\$168,676

Total: \$168,676

HPP-Base

Financial Assistance: Personnel Administrative

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardee Level	0		Projects Administrator	Elisabeth Weber	\$102,852	100	12	\$102,852
Awardee Level	0		Project Manager	Crystal M. Paul	\$88,905	100	12	\$88,905
Awardee Level	0		Auditor III	Catarina Cozzi	\$93,960	25	12	\$23,490

Total: \$247,517

Locality	Org ID	Ver	Position/Title	Name	Annual Salary	%FTE	Months	\$ Requested
Awardee Level	0	0	Public Health Administrator	Susan Woods	\$62,540	50	12	\$31,270

Financial Assistance: Fringe Administrative

Locality	Org ID	Ver	Position/Title	Name	Fringe %	\$ Fringe	Total Fringe
Awardee Level	0	0	Projects Administrator	Elisabeth Weber	32.71%	\$0	\$33,643
Awardee Level	0	0	Project Manager	Crystal M. Paul	32.71%	\$0	\$28,408
Awardee Level	0	0	Auditor III	Catanna Cozzi	32.71%	\$0	\$7,884

Locality	Org ID	Ver	Position/Title	Name	Fringe %	\$ Fringe	Total Fringe
Awardee Level	0	0	Public Health Administrator	Susan Woods	32.71%	\$0	\$10,228

Financial Assistance: Travel

Locality	Org ID	Ver	Locaton	Travel Type	Trips	People	Days	Nights	Miles	\$ Airfare	\$ Lodging	\$ Other	\$ Per	\$ Total
Awardee Level	0	0	***In State Travel	In State	11	1	0	0	200	\$0	\$17	\$0	\$0	\$1,387
Awardee Level	0	0	***HPP Performance	Out of State	1	1	4	3	0	\$400	\$224	\$45	\$46	\$1,302
Awardee Level	0	0	***Annual Public Health	Out of State	1	1	5	4	0	\$400	\$224	\$45	\$46	\$1,572
Awardee Level	0	0	***Annual joint HPP-PHEP	Out of State	1	1	4	3	0	\$400	\$225	\$45	\$46	\$1,302
Awardee Level	0	0	***Directors of Public Health	Out of State	1	1	4	3	0	\$400	\$225	\$45	\$46	\$1,302

Financial Assistance: Supplies

Locality	Org ID	Ver	Item Description	Quantity	Unit Cost	\$ Requested
Awardee Level	0	0	General Office Supplies (\$250*3employees)	1	\$750	\$750

Financial Assistance: Contractual

Locality	Org ID	Ver	Contractor	Selection	Type	Starts On	Ends On	Accountability	\$ Requested
Awardee Level	0	0	MCHC Chicago Hospital Council	Sole Source	Healthcare	07/01/2012	06/30/2013	Quarterly Report	\$2,569,630

Financial Assistance: Other

Locality	Org ID	Ver	Item Description	\$ Requested
Awardee Level	0	0	Office Maintenance	\$1,100
Awardee Level	0	0	Verizon Wireless Broadband cards 3ea @ \$35.01/mo	\$1,260
Awardee Level	0	0	Print Production Services	\$1,200
Awardee Level	0	0	Photocopying	\$1,300
Awardee Level	0	0	Postage/Fed Ex	\$350
Awardee Level	0	0	Centrex Telephone for 5 lines(283/line/yr=1,415)	\$1,415
Awardee Level	0	0	Voice mail maintenance for 3 staff (@\$13/yr/ea = \$39)	\$39
Awardee Level	0	0	1-800 Conference calling (4037min*\$0.645 per min)+14.5% tax	\$2,982
Awardee Level	0	0	Blackberry/Phones for 2 staff who take 24/7 call(@ \$852/yr/ea = \$ 1,704)	\$1,704
Awardee Level	0	0	Cell phone coverage for one staff who is in the field most days(@\$22/mo/ea = \$264)	\$264
Awardee Level	0	0	internet Access(\$350/person/yr)	\$1,050
Awardee Level	0	0	3 staff 2-way pagers for redundancy (@\$26.50/mo/ea = \$954)	\$954
Awardee Level	0	0	Unisys Computer Maintenance(@ \$67/mo/ea = \$2,412)	\$2,412
Awardee Level	0	0	Unisys Laptop Maintenance (@\$67/mo/ea = 2,412)	\$2,412
Professional Meetings / Conferences				
Locality	Org ID	Ver	Item Description	\$ Requested
Awardee Level	0	0	Conference Registration	\$1,000
Total:				\$19,442

Financial Assistance: Indirect

Locality	Org ID	Ver	Item Description	\$ Requested
NA	0	0	Indirect cost for Funding Source HPP-Base	\$350,204
Total:				\$350,204

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QUICK REFERENCE CHART

REPORT TO DPS IF:

1. Schedule C states that MBE/WBE will be performing 100% of the work and:
 - a. Firms not listed on the compliance plan are performing some, or all, the work.
 - b. Lien waivers reveal that firms not listed in the compliance plan are performing some, or all, of the work.
2. Schedule C states that MBE/WBE will be performing 80% (or some other percentage) of the work and:
 - a. Non-certified firms are performing a much larger percentage of the work than what is expected.
 - b. Lien waivers reveal that non-certified firms not listed in the compliance plan are performing a greater percentage of the work than the Schedules C states.
3. Schedule C states that MBE/WBE supplier will be providing 100% of materials
 - a. Lien waivers reveal that firms not listed in the compliance plan are providing some, or all, of the supplies
 - b. You are told or discover that the prime is ordering directly from a 2nd tier subcontractor instead of placing orders through the MBE/WBE suppliers.
4. You become aware of anything that you might suspect is fraud (whether or not it relates to the MBE / WBE program). You must also report anything that you suspect is fraud to the City's Inspector General at 866-448-4755 or online at www.chicagoinspectorgeneral.org. You may report anonymously to the Inspector General.

Company Name	City	State	Agency	Certification Type	Certified-	Renewal	Expiration	Capability
Barricade Lites, Inc.	Addison	IL	Chicago	MBE	2/9/2012	2/1/2013	2/1/2013	Sale, Rental and Services of Traffic Control Devices; Pavement Marking Services; Sign Manufacturing
Marking Specialists Corporation	South Elgin	IL	Chicago	MBE	11/30/2011	12/1/2012	12/1/2012	Paint, Spray (Aerosol);Paints, Traffic;Pavement Marking Removal Equipment and Accessories;Pavement Marking Services (Including Removal of Markings)
ML Group, LLC	Chicago	IL	Chicago	MBE	7/8/2011	10/1/2012	6/1/2014	Paint Pavement Markings; Thermoplastic Pavement Marking; Pavement Marking Removal, Raised/Recessed Reflective Markers; Preformed Pavement Marking; Miscellaneous Concrete
ML Group, LLC	Chicago	IL	Chicago	WBE	7/8/2011	10/1/2012	6/1/2014	Paint Pavement Markings; Thermoplastic Pavement Marking; Pavement Marking Removal, Raised/Recessed Reflective Markers; Preformed Pavement Marking; Miscellaneous Concrete

Fiscal Year 2012

IL Contract # _____
Appropriation 063-48270-1900-0200
CFDA # 93.069
Federal Grant # 2U90TP516966-11

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

PHP Grant Agreement

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

1. Authority:

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

2. Services:

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

assessment" – either newly conducted or previously completed - but current; and conduct a "capability assessment" of the grantee's current emergency preparedness capabilities and gaps utilizing the PHP Capabilities National Standards. Grantees will also create a "Project Period Plan/Logic Model," "Annual Workplans," and provide "quarterly progress" reports.

STRATEGIC PLANNING AND REPORTING

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

assessment completed in year one. The Grantee may propose justification to not address resource elements of capabilities, subject to approval of the Department. The Department will provide a PPP template that may be used by the Grantee for: a) selecting capabilities and resource elements to address; and b) describe the resources, barriers, short and long-term goals, and objectives for addressing them. Annually, the Grantee may make changes to the PPP as the five-year project period progresses. The PPP shall be submitted to the IDPH ERC for review and approval by July 2, 2012.

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

Current IDPH Priorities

- 2.1.9 **Comprehensive Emergency Management Program (CEMP)** – The Grantee will acquire a CEMP account and establish, use, and maintain an "instance" on the system. Each Grantee will send at least one staff person to the Department-sponsored CEMP training. Upon the availability of CEMP, and based on Department direction, the Grantee will utilize CEMP as a planning platform, uploading grant documentation (e.g., reports, preparedness and response plans, specifically the LHD Strategic National Stockpile (SNS) Plan), after-action report/improvement plans (AAR/IPs), PHP completed hazard vulnerability risk assessment, capability assessment, Project Period Plan, LTAR, and other documents. This is intended to help the Grantee to meet many of the resource elements in PHP Capability 6 – Information Sharing.
- 2.1.10 **Community Preparedness PHP Capability 1** – The Grantee will build this capability, and be able to perform its associated functions and tasks by, at a minimum, building and sustaining the Priority and Recommended Resource Elements listed below from the PHP National Standards Capability Community Preparedness. The Grantee is encouraged to also complete the other resource elements of Capability 1 as applicable to the Grantee's jurisdiction. The Grantee will use existing jurisdictional planning activities, such as the Illinois Project for Local Assessment of Needs (IPLAN), community assessment, healthcare coalitions, or other existing venue (e.g. ESF-8 Committee, LEPC), as part of this requirement to prevent duplication of planning efforts and ensure PHP planning becomes a routine practice. The Department expects that by fulfilling this foundational capability requirement, the Grantee will be able fully or partially address the resource elements of many of the following PHP National Standard Capabilities: Community Recovery – F1-P1, P2, P4, P6, P8; Emergency Operations

Coordination – F1-P1; Mass Care – F2, F3 Medical Countermeasure Dispensing – F1-P2, F5-P2; Medical Material Management and Distribution – F1-P5, F2-P1; Medical Surge – F1-P4, P5, P6, P7, P8, F2, F3-P2; Non-pharmaceutical Interventions – F1, F2-P1, P2, F3; Public Health Surveillance and Epidemiological Investigation – F1-P3, F3-P3; Responder Safety and Health – F1; Volunteer Management – F1.

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

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

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

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

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

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

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

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

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

by documenting the existence of the following resource element:

2.1.10.2.1 Resource Element 1 - The Grantee will update or create, and sustain written plans, policies, or process to participate in existing (e.g. Local Emergency Planning Committee (LEPC), ESF#8 Workgroup, IPLAN, healthcare coalitions), or new partnerships, representing all relevant sector partners (businesses, community leadership, cultural and faith-based groups, education/childcare, emergency management, health care, hospitals, Emergency Medical Services (EMS) providers, sheltering groups (e.g. American Red Cross), media, behavioral health, social services, senior services) to meet PHP National Standards Priority Resource Element #1 for Function 2 of Community Preparedness.

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

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

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

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

by documenting the existence of the following resource elements:

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

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

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

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

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

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

by documenting the existence of the following resource elements:

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

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

Ongoing Capability Sustainment

2.1.11 Homeland Security Exercise and Evaluation Program (HSEEP) Compliance – The Grantee will comply with the Department's HSEEP Training, Exercise, and Evaluation process and procedures. The Grantee, with relevant partners, will write an After-Action Report/Improvement Plan (AAR/IP) for events or exercises in HSEEP-compliance, or a modified format, as specified by the Department, and use them to implement corrections to public health responses and update their emergency plans. All AAR/IPs connected to the grant deliverables, approved-exercises, real events, or other demonstration of capabilities will be submitted to the Department no later than 30 days following the termination of this grant (Goal is 60 days). The Department will provide HSEEP-compliance guidelines and recommendations. The Department expects that by fulfilling this requirement, the Grantee will be able

to, at a minimum, meet all, or part of, the resource elements of the following PHP Capabilities National Standards: Emergency Operations Coordination - F5-P2, P3; Medical Materiel Management and Distribution - F6-P3; Non-Pharmaceutical Interventions - F4-P2; Community Recovery - F3-P2.

- 2.1.12 Volunteer Coordination - Based on Department-approved criteria, the Grantee will assess the need for volunteers in local emergency response efforts. The assessment will be reviewed and approved by the Department. If a need is identified, the Grantee will recruit, develop, and train a volunteer workforce (e.g., Medical Reserve Corps (MRC)) to support response to all-hazards events. The Grantee will describe in each quarterly progress report to the Department what activities they have completed to create this all-hazards response workforce and report the number of volunteers registered (in Illinois HELPS or other system) for this purpose. The Grantee will direct current and future volunteers affiliated with the Grantee to register using the Department-provided web-based health and medical volunteer registration and credentialing system. The Department expects that by fulfilling this requirement, the Grantee will be able to, at a minimum, meet all, or part of, the tasks and resource elements of the PHP Capabilities National Standards: Volunteer Management - F1; Community Preparedness - F2-P2, F4-P2; Medical Surge - F2-P1.
- 2.1.13 Medical Countermeasure Dispensing and Medical Materiel Management and Distribution - The Grantee will cooperate with the Department to comply with CDC medical countermeasure distribution and dispensing standards. The Grantee will participate in the SNS Assessment conducted and scored by the Department annually. The current version of the SNS Local Technical Assistance Tool (LTAR) provided by the Department will be utilized for the SNS Assessment. The Department expects that by fulfilling this requirement, the Grantee will be able, at a minimum, to meet all, or part of, the following resource elements of the PHP National Standard Capabilities: Medical Countermeasure Dispensing- F1-P3 & P7; F2 - P1-P2 & Equipment (E) 1-E2; F3-P1; Medical Materiel Management and Distribution - F1-P1-P3; F2-P1; F3-P1, F4-P1; F5-P1; F6-P1. The Grantee will also need to conduct certain exercises, as described in "Exercise and Capability Demonstration" below, to demonstrate this and other capabilities.
- 2.1.14 Preparedness Training - The Grantee will annually determine its staff's public health emergency preparedness training needs based on the current Department guidance and provide this information to the Department as requested. Grantee will identify its staff and registered volunteers assigned and trained to fill incident command and response roles. The Grantee will address their staff and volunteer training needs and will assure that at least one staff person, with significant duties in planning, executing and evaluating exercises, and public health responses has completed HSEEP Training. The Grantee's Public Information staff will complete IS-250, IS702.a; and once every five years, CDC Crisis and Emergency Risk Communication. The Grantee will assure that at least one staff person has received Department-provided training to use the State of Illinois Rapid Electronic Notification System (SIREN) to receive and acknowledge critical and emergency alerts and messages from the Department. **Each Grantee will send at least one staff person to the Department-sponsored CEMP training.** The Grantee will assure that at least one staff person has attended Department-provided training on the use of the Illinois HELPS, or other Department designated registration and credentialing system. The Grantee will document completion of all staff trainings in the IDPH LMS training record system, or a similar system; and report in quarterly progress reports to IDPH for each ICS and HSEEP course, the number of current staff identified as needing training, and the number of current staff and registered volunteers that have actually been trained. The Department expects that by fulfilling this requirement, the Grantee will be able to meet, at a minimum, all, or part of, the following resource elements of the PHP Capabilities National Standards: Emergency Operations Coordination - F1-Skills & Training (S)1; F2-P3, S1; F3-S1; Volunteer Management- F1-S3; Medical Surge - F1-P1; Emergency Public Information and Warning- F1-S1, S2; Information Sharing F1-P2; Public Health Surveillance & Epidemiologic Investigation - F1-S1, S2.
- 2.1.15 Communications - The Grantee will have communications equipment that includes at least a primary and a backup system, which will allow interoperable and operable communications with its EOC and

other local and state partners which shall include: 1) the possession, maintenance, and exercise of radio equipment to access the State of Illinois Starcom21 network without utility power; and 2) any one or more of the following: telephones, fax, dedicated telephone line, cellular telephones with chargers, television, high frequency (HAM) radios, Internet, Emergency Management Network (EMnet), or satellite communication. The Department expects that by fulfilling this requirement, the Grantee will be able to meet, at a minimum, all, or part of, the following resource elements of the PHP Capabilities National Standards: Emergency Operations Coordination - F1-E1, F2-E2; Emergency Public Information and Warning - F1-E5; Volunteer Management - F2-E1.

2.1.16 Information Sharing-Stakeholders Engagement and Contact - The Grantee will maintain up-to-date Primary, Secondary, and Tertiary 24/7 after-hours emergency contact information on a quarterly basis and/or as necessary when changes occur. The Grantee will assure its primary, secondary, tertiary, and other key Grantee staff emergency contact information in the Department's SIREN system is kept up-to-date. The Department expects that by fulfilling this requirement, the Grantee will be able, at a minimum, to meet all, or part of, the following resource elements of the PHP National Standard Capabilities: Information Sharing F1-P1-P2, E1; Emergency Operations Coordination F2-P1. The Grantee will also need to conduct certain exercises, as described in "Exercise and Capability Demonstration" below, to demonstrate this requirement.

2.1.17 Multidisciplinary Information Sharing - The Grantee will participate in multijurisdictional, multidisciplinary, local, regional, and state emergency preparedness planning groups, meetings, conferences, and other information sharing methods with appropriate jurisdictional private and public partners to provide a common operating picture and meet other PHP Capabilities National Standards. The Grantee will maintain redundant contact information for all identified partners. The Department expects that by fulfilling this requirement, the Grantee will be able, at a minimum, to meet all, or part of, the following resource elements of the PHP National Standard Capabilities: Information Sharing - F1-P1, P2-P3, E1; Medical Surge - F1-P4; Non-Pharmaceutical Interventions - F1-P2.

Exercise and Capability Demonstration

2.1.18 The Department will provide additional specific guidance for local health department exercises and capability demonstrations. The Department will also request certain performance measures from the Grantee. The Department expects that by fulfilling the following exercise requirements, the Grantee will be able to meet, at a minimum, all, or part of, the following resource elements of the PHP National Standard Capabilities: Emergency Operations Coordination- F1-E1; F2-P1, P3, P4, P5; F3-P1; F4-P1, P2, P3; F5-P1, P2, P3; Emergency Public Information and Warning - F1-E5; Volunteer Management - F2-E1.

2.1.19 Appropriate documentation - CDC Drill Data Collection Sheets, HSEEP-compliant AAR/IPs, or other exercise documentation required by Department guidance must be completed and submitted to the Department as soon as possible following an exercise (Goal = 60 days) but no later than July 2, 2012. The time to complete an AAR/IP is a performance measure that may be requested by the Department.

2.1.20 The Grantee will conduct an annual exercise to test certain PHP Capabilities.

2.1.20.1 The capabilities, tasks and functions tested during the annual exercise will be determined by previous Grantee's AAR/IPs and Department guidance.

2.1.20.2 The level of the annual exercise will be determined by each Grantee's status of previous exercise levels and Department guidance that shows the Grantee's progression (according to HSEEP) towards a full-scale exercise.

2.1.20.3 The Grantee may also demonstrate certain capabilities, functions and tasks utilizing other public health response events as determined by the Department Guidance and local AAR/IPs.

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

3. Term:

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

4. Compensation:

- 4.1 The grant funds shall be in amount not to exceed a maximum amount of \$ _____, except;
 - 4.1.1 The Department may amend this agreement no later than December 31, 2011 to reduce the grantee's maximum funding based on the lack of previous performance. Grantee funding reduction is based on the Grantee's successful completion of last year's grant deliverables. Funding may be reduced by 1.5% of this year's maximum amount for each of last year's deliverable (A1 – A7) not completed. An additional 1.5% may be deducted if the Grantee's SNS Assessment score last year was below 69. The Grantee's maximum funding reduction this year due to last year's performance will not exceed 10% of the maximum grant amount. Any funding cuts will be reallocated to other local health department PHP or CRI Grantees.

4.1.2 The Department will review the Grantee's second quarterly report for this year to determine if the Grantee may be in jeopardy of reduced funding for next year due to its lack of progress on these grant deliverables. The Department will then provide the Grantee written technical assistance and guidance as needed to prevent this funding loss. After the Department's review of the Grantee's fourth quarter progress report and/or site visits, it is determined that the Grantee's funding will be reduced, a written report will be sent to the Grantee from the Department with a notice of a maximum funding adjustment for the following grant year. Funding may be reduced by 1.5% of next year's maximum amount for each of the following deliverables the Grantee fails to accomplish: Failure to submit the reports specified in 2.1.4 through 2.1.8 (Hazard Vulnerability Jurisdictional Assessment; Capability Assessment; Project Period Plan/Logic Model; Annual Workplan; Quarterly Progress Reports); Failure to significantly achieve the priority resource elements of Community Preparedness in 2.1.10; Failure to complete the majority of the "Ongoing Capability Sustainment deliverables in 2.1.11 through 2.1.17; Failure to meet each of the exercise or drill requirements in 2.1.18 to 2.1.24. The Grantee's maximum funding reduction next year due to this year's performance will not exceed 10% of next year's maximum grant amount. Any funding cuts will be reallocated to other local health department PHP or CRI Grantees.

4.2 This grant is federally funded.

4.3 Subject to 4.1 above, the Department will compensate the Grantee on the following basis:

Reimbursement

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

- 4.3.1 The Grantee is required to complete and submit a Reimbursement Certification for each month of the grant period regardless of whether or not expenditures are being claimed, using the Reimbursement Certification Form provided by the Department. Reimbursement Certification Forms are to be submitted to the Department by the 15th of every month for the prior month's expenditures.
- 4.3.2 The Grantee shall document actual expenditures incurred for the purchase of goods and services necessary for conducting program activities. Expenditures shall be itemized on the Reimbursement Certification Form in such a manner as to establish an audit trail for future verification of appropriate use of grant funds. The Grantee will maintain documentation or tangible evidence on file to document expenditures and the activities conducted and related PHP capabilities developed. While this grant requires extensive integration with existing public health activities, the Grantee must only budget and request reimbursement for necessary, reasonable, and properly allocated activities and resources to augment current activities to address PHP Capabilities National Standards. IDPH will only approve budget items and reimbursement requests that sustain, integrate, and/or build PHP capabilities and resources and relationships to meet the PHP Capabilities National Standards in accordance with this agreement, that are not already being funded from other non-PHP sources to avoid violating the PHP federal funding restrictions and regulations. Allowable costs for reimbursement must comply with the requirements of 45 CFR 92 and 45 CFR 225 (OMB Circular A-87) and IDPH Office of Preparedness and Response guidance.
- 4.3.3 The Grantee shall submit a Budget Revision Form, provided by the Department, with any modifications to the approved Budget to be approved by the Department prior to the Grantee incurring the expense. Final Budget Revisions to the current Grant year must be submitted to the Department by June 15, 2012.
- 4.3.4 The Department will only reimburse for those services included in the Illinois Department of Public Health, Office of Preparedness and Response, Allowable Costs for Reimbursement.
- 4.3.5 The Grantee is required to provide a matching amount of 10% of the total grant. The Grantee shall document on the Reimbursement Certification form, the amount of matching funds or in-kind services conducted on grant deliverables or other public health emergency preparedness activities. The match must be from non-federal funds provided directly or through donations and may be cash or in-

kind, fairly evaluated, including equipment, services performed, or administrative expenses to meet the requirements of the grant deliverables. Matching resources must comply with 45 CFR 92.24 and 2 CFR 225 (OMB Circular A-87).

4.3.6 The Grantee shall submit the Reimbursement Certification Form to the following address:

Illinois Department of Public Health
Office of Preparedness and response
422 South 5th Street
Springfield, IL 62701
Attention: CDC Fiscal Grants Manager

4.3.7. Reimbursement forms for final expenses incurred between July 1, 2011 and July 31, 2012 must be received by the Department no later than August 31, 2012.

4.4 The Grantee will provide its services in accordance with the budget submitted in the grant application and which is on file with the Department.

4.5 Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the services, unless the agreement specifically set forth items of support to be provided by the Department.

4.6 Grantee and any subgrantees shall not, in accordance with P.A. 096-1456, expend any grant funds paid from the State of Illinois General Revenue Funds for the following promotional items: calendars, pens, buttons, pins, magnets, and any other similar promotional items. Promotional items also include but are not limited to: gift cards, posters, and stationery.

4.7 Expenditure of Grant Funds; Right to Refund

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

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

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within forty-five (45) days following said expiration or termination. Any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within forty-five (45) days following the expiration or termination of this Agreement. Grantee's failure to comply with any reporting requirements of the Department may result in the termination of this agreement or suspension of payments under this agreement.

5. Notices:

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

party. Each such notice shall be deemed to have been provided at the time it was actually received. By giving notice, either Party may change the contact information.

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

to the Grantee:

6. Public Information Requirements:

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

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

7. Grant Fund Control Requirements:

7.1 Audits

- A. Standard Audit: If the Grantee is required to have a Standard Audit, the Grantee shall provide the Department with a copy of such audit reports, the management letter, and the SAS 114 letter within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH any year an audit is performed over the life of the grant.
- B. Federal Requirements: If the Grantee is required to have an audit performed pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), the Grantee shall provide the Department with a copy of the audit report, the data collection form, the management letter, and the SAS 114 letter, as provided for in the Single Audit Act and OMB Circular A-133, to the Department within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed. The Audit Report is required to be provided to IDPH annually for the life of the grant. If no Single Audit is required of federally-funded Grantees, the Grantee is to provide IDPH with an annual letter stating a Single Audit was not required.
- C. Discretionary Audit: The Department may, at any time, and its discretion, request a Grant-Specific Audit or other audit, Management Letter and SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.

- D. Audit Performance: All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards. The grantee will fully comply and cooperate with any and all audits.

7.2 Reporting Requirements

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

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

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

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

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

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

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

7.3 Grant Instructions

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

7.4 Fiscal Recording Requirements

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is

accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

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

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

7.6 **Monitoring**

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

8. **General Provisions:**

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

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

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

Grantee and its subcontractors shall maintain books and records relating to the performance of the agreement or subcontract and necessary to support amounts charged to the State under the agreement or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Grantee for a period of three (3) years from the later of the date of final payment under the agreement or completion of the agreement, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay agreement costs, the Grantee and its subcontractors must retain its records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the granting Agency, the Auditor General, the Attorney General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Grantee and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall

establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books and records are not available to support the purported disbursement. The Grantee or subcontractors shall not impose a charge for audit or examination of the Grantee's books and records.

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

8.3 **Time is of the Essence**

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

8.4 **No Waiver of Rights**

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

8.5 **Force Majeure**

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

8.6 **Confidential Information**

Each Party, including its agents and subgrants, to this agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this agreement is confidential. Grantee information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the agreement, in whatever form it is maintained, promptly at the end of the agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

8.7 **Use and Ownership**

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

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

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

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

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

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

- (1) the equipment and/or supplies are no longer being used for the purpose for which the grant was made;
- (2) the Grantee ceases to exist;
- (3) the equipment and/or supplies are improperly maintained, used, tracked or stored;
- (4) the purpose of the grant shall be carried out by another entity;
- (5) the suspension or termination of the grant agreement; or
- (6) the Grantee has failed to comply with any provision of the grant agreement.

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

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

(3) take any other action as specified in the Order.

D. Authority to Inspect and Use

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

E. Survival

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

8.8 Indemnification and Liability

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

8.9 Independent Contractor

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

8.10 Solicitation and Employment

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

8.11 Compliance with the Law

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

8.12 Background Check

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

8.13 Applicable Law

This agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

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

8.15 **Contractual Authority**

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

8.16 **Modifications and Survival**

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

8.17 **Performance Record/Suspension**

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

8.18 **Freedom of Information Act**

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

8.19 **Amendments**

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

8.20 **Assignment**

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

8.21 **Termination for Cause**

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

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

8.22 **Termination for Convenience**

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

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

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

8.24 **Entire Agreement**

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

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

10. **Taxpayer Status:**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.

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

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

Individual

Sole Proprietor

Partnership

Legal Services Corporation

Tax-exempt

Governmental

Nonresident alien

Estate or trust

Pharmacy (Non-Corp.)

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing medical and/or health care services

Limited Liability Company (select applicable tax classification)

D = disregarded entity

C = corporation

P = partnership

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

11. Attestation:

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

For the Grantee:

Grantee Signature

Typed Name

Title

For the Department:

Recommended By

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

Execution Date

Illinois Department of Human Rights Number (if applicable)

Version 08.05.2011

CONTRACT

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

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

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

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

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

Department of Central Management Services
 Signature: *Malcolm Weems*
 Malcolm Weems, Director
 Designee Signature: *Jan Morrow*
 By: Jan Morrow, COO Date: 6/28/11

PROCUREMENT OFFICER

Official Signature: _____
 Printed Name: _____
 Title: _____ Date: _____
 Address: _____

Designee Signature: *Philip C. Kientmann*
 Printed Name: Philip C. Kientmann
 Title: SPO Date: 6/27/11

STATE USE ONLY	NOT PART OF CONTRACTUAL PROVISIONS
PBUY: <u>11-01512</u>	Project For: <u>Comprehensive Emergency Management Program (CEMP) Maintenance FY12</u>
Contract # <u>SAC 1615120</u>	Procurement Method (IFB, RFQ, Small Biz, etc.): <u>Small Source</u>
IPB Ref # <u>2201170</u>	IPB Publication Date: <u>4/30/11</u> Answer Code: <u>2</u>
Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No	Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No
Fixed Fee Source: _____	Obligation # _____
CPO # <u>General Contract Approval</u>	
Signature: _____	Printed Name: _____ Date: _____

1. **TERM AND TERMINATION**

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

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

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

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

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

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

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

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

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

2. DESCRIPTION OF SUPPLIES AND SERVICES

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

2.2 SUPPLIES AND/OR SERVICES REQUIRED: Vendor will:

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

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

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

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

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

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

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

2.2.8.2. **Project Issues and Changes** - Project Issues and Changes shall be managed according to the Project Management Processes described in the preceding section. The Project Status Reports shall include the then-current Logs for Project Issues and Project Changes as well as any necessary additional narrative to describe a significant impact any Project Issue or Change may have to the project's scope, schedule or cost.

2.2.8.3. **Project Financials: Invoice Status** - ISC shall bill IDPH Office of Preparedness and Response monthly for the duration of this maintenance contract.

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

Not-to-exceed \$ 300,000.00

2.4 **VENDOR / STAFF SPECIFICATIONS:** N/A

2.5 **ASSIGNMENT AND SUBCONTRACTING:**

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

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

Will subcontractors be utilized? Yes No

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

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

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

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

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

2.6 **TRANSPORTATION AND DELIVERY:**

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

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

Location where services will be performed _____
Value of services performed at this location _____

Location where services will be performed _____
Value of services performed at this location _____

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

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

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

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

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

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

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

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

3. **PRICING**

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

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

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

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

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

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

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

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

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

3.8 **PAYMENT TERMS AND CONDITIONS:**

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

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

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

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

4. **STANDARD BUSINESS TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or

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

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

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

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

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

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

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

Name of Vendor: REGULATED SOLUTIONS CONSULTING

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

Name of any Parent Organization: N/A

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

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

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

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

OR

If Vendor is a privately held corporation with more than 400 shareholders

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

OR

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

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

1 Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No

2 Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No