

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

JNCP Form Rev _____

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with Ellyce Roitman for the product and/or services described herein.
(Name of Person or Firm)

This is a request for _____ (One-Time Contractor Requisition # _____, copy attached) or _____ Term Agreement or
 Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the
Service Connecta (Attach List) Pre-Assigned Specification No. 47791
(Program Name) Pre-Assigned Contract No. 12096

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: _____
Specification #: _____ Contract or Program Description: _____
Mod. #: _____ (Attach List, if multiple)

Jenny Schuler 746-6685 Jenny Schuler Human Services 6/13/06
Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input checked="" type="checkbox"/> PROCUREMENT HISTORY	See Attached
<input checked="" type="checkbox"/> ESTIMATED COST	See Attached
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS	See Attached
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY	See Attached
<input checked="" type="checkbox"/> OTHER	See Attached

S. S. R. B.
DATE 8/9/06
APPROVED DW
CONDITIONALLY APPROVED _____
RETURN TO DEPT. _____
DISAPPROVED _____

APPROVED BY: Sheryl O. Wells 6-13-06 [Signature] 8/9/06
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE

DPS PROJECT CHECKLIST

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

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: 1/26/06
REQ No.: 29115

Contact Person: Hon Mathis
Tel: 6-6540 Fax: 6-6506 E-mail: amathis.
@cityofchicago.org

PO No.: (if known):

Project Manager: Holly McGrath
Tel: 6-6317 Fax: 3-1863 E-mail: mmcgrath.
@cityofchicago.org

Modification No.: (if known):

Previous PO No.: (if known):

Project Description:

Service Connector Program - Training + Development

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"/> FAA | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |
| Federal: | <input type="checkbox"/> FHWA | <input type="checkbox"/> FTA | | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	06	893	53	2005	C/140				06C081	50,000

Estimated Value \$ 50,000

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

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.

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.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

- Blanket Agreement
- Standard Agreement
- Small Orders

MOD/AMENDMENT

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

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

CONTRACT TERM: 1/1/06 - 12/31/06 Requested Term (number of months): 12

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

DPS PROJECT CHECKLIST

ARCHITECTURAL/ENGINEERING SUPPLEMENTAL CHECKLIST

N/A

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

Risk Management

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 (fill in)

AVIATION CONSTRUCTION SUPPLEMENTAL CHECKLIST

N/A

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.

COMMODITIES SUPPLEMENTAL CHECKLIST

N/A

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 and Price Lists/Catalogs, technical drawings and other exhibits and attachments as appropriate.

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

N/A

Required attachments:

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

Risk Management

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

DPS PROJECT CHECKLIST

VEHICLES/HEAVY EQUIPMENT SUPPLEMENTAL CHECKLIST

N/A

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

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

- Detailed description of project listing obligations of each party. → *submitted previously*
 - The Schedule of Compensation → *submitted previously*
 - Deliverables
 - Request for individual contract services (if applicable)
 - The appropriate EPS form
 - ITSC (approved by BIS)
 - OBM (approved by Budget form/memo)
 - Grant document attached → *IGA w/Chicago Housing Authority*
- Attach any documentation indicating any previous purchase activity to assist in the procurement process

TELECOMMUNICATIONS AND UTILITIES SUPPLEMENTAL CHECKLIST

Required Attachments: Detailed Scope of Services/Specification which sets forth all of the anticipated services and products the user department wants provided, 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.

Has the project been reviewed by DGS? Yes No

Attach copy of DGS Recommendation: Reservation(s); or participate under current contract.

Does the project include software? Yes No

If yes, is signed ITSC form attached? Yes No

Does the location involve:

A public way? Yes No

Any concession in the City's facilities? Yes No

Is it anticipated City Council approval of the project or contract will be required? Yes No

N/A

DPS PROJECT CHECKLIST

WORK SERVICES/FACILITY MAINTENANCE SUPPLEMENTAL CHECKLIST

N/A

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

Risk Management:

Will services be performed within 50 feet (50') of CTA train or other railroad property? Yes No

Will services be performed on or near a waterway? Yes No

Will services require the handling of hazardous/bio-waste material? Yes No

Will services require the blocking of streets or sidewalks which may affect public safety? Yes No

If Modification or Amendment request, please verify and provide the following:

Contractor's Name:

Contractor's Address:

Contractor's e-mail Address:

Contractor's Phone Number:

Contractor's Contact Person:

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: 053-2005 CDHSCNTOFF 1615 W. CHICAGO AVE. 2ND, 3RD FLOORS Chicago, IL 60622	REQUISITION: 29115 PAGE: 1 DEPARTMENT 53 - DEPARTMENT OF HUMAN SERVICES PREPARER: Alan Mathis NEEDED: APPROVED: 7/26/2006
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REQUISITION DESCRIPTION

new requirement for service connector
 SPECIFICATION NUMBER: 49445

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST
1	92416.05 course development/training	80,000.00	USD	1.00	80,000.00

SUGGESTED VENDOR: ELLYCE ROITMAN

REQUESTED BY: Alan Mathis

DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	006	0893	0532005	0140	220140	0000	00000000	06CO81	00000	0000	80,000.00
LINE TOTAL:											80,000.00

REQUISITION TOTAL: 80,000.00



DELEGATE AGENCY CHECKLIST

This form is for delegate agency projects only. Please use the standard CPAC checklist for any other type of procurement. Attach all required materials and submit for handling to Department of Procurement Services, Attn: CPAC Delegate Agency, Room 403, City Hall, 121 N. LaSalle, Chicago, Illinois 60602.

Date: 6/13/06
 Department: Human Services
 Contract No. (if known) 12096
 Estimated Value \$: 80,000
 Program Name: Service Connector
 Description: Training to Service Connector staff

Contact Person: Jenny Schwler
 Tel: 746-6685 Fax: 743-1176
 Program Manager: Joel Mitchell
 Tel: 746-8271 Fax: 743-1863

TYPE OF REQUEST

The items with asterisks are reviewed by the Delegate Advisory Board (DAB). Use this form not the DAAC Executive Summary. If you need a schedule of DAB meetings and deadlines, please call Lisa Butts at 4-4925.

- RFP/RFQ****
Attach: Draft of RFP/RFQ and evaluation tool. Include program background & objectives, detailed scope of services, location and time line for delivery of services, qualifications, skills and/or experience needed, licenses or certifications required, and evaluation criteria.
 - Non-Competitive Procurement****
Attach: Justification for non-competitive procurement e.g. unique capacity, named in grant award, etc. Include name of the delegate agency(s) estimated dollar amount(s), services to be provided and time line.
 - Amendment to Non-Competitive Procurement****
Attach: Copy of original request for non-competitive procurement, justification for amendment.
- NOTE: If you are submitting a contract or amendment to Roundtable you do not have to complete this form but you must still fully complete an Award Checklist.*
- Contract (Non-Roundtable)**
Attach: Award Checklist and contract with all required supporting documents.
 - Amendment (Non-Roundtable)** Circle type(s): Dollar Time Scope
Attach: Award Checklist and amendment package with all required supporting documents. *Exception: If you are amending a non-competitive contract you must submit the request to DAB (see above).*
 - Recommendation for Award**
Attach: Memorandum addressed to Chief Procurement Officer from your Commissioner with the name of agency(s) recommended for award and a list of all applicants and their ratings.

FUNDING INFORMATION

Funding Source(s) (City, State, Federal): CHA Service Connector
 Funding Strip(s): 06-893-53-2005-0140-0140.

Funding Distribution for Delegates (list here or separately):

Name of Organization	Amount (current)	Change in Amount
<u>Ellyce Roitman</u>	<u>\$ 80,000</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>	<u>\$ _____</u>

TIME FRAME

Date Needed: ASAP Contract Term (current): 1/1/06 - 12/31/06.
 Change in Term: _____

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(Program Name) Pre-Assigned Contract No. 12096

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Jenny Schuler 746-6685 Jenny Schuler Human Services 6/13/06
Originator Name Telephone Signature Department Date

Indicate SEE ATTACHED in each box below if additional space needed:

<input checked="" type="checkbox"/> PROCUREMENT HISTORY
See Attached
<input checked="" type="checkbox"/> ESTIMATED COST
See Attached
<input checked="" type="checkbox"/> SCHEDULE REQUIREMENTS
See Attached
<input checked="" type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY
See Attached
<input checked="" type="checkbox"/> OTHER
See Attached

APPROVED BY: Henry C. Weisell 6-13-06
DEPARTMENT HEAD OR DESIGNEE DATE BOARD CHAIRPERSON DATE

PROCUREMENT HISTORY

The City of Chicago through its Chicago Department of Human Services (CDHS) has worked with the Chicago Housing Authority (CHA) in the Plan for Transformation. The Plan calls for the development and operations of safe, decent, and sanitary housing throughout the City of Chicago for low-income families. Whereas, CHA is responsible for the development and operation of housing or the Plan for Transformation, CDHS is responsible for providing a set of coordinated supportive services to the residents of that housing which is known as the Service Connector program.

Two years ago, the Service Connector program was introduced to the Consultant, Ellyce Roitman. Since that time, she has worked with Delegate Agencies in the development of tools and training materials for the Service Connector program. Although this approach has standardized tools and materials within individual agencies, it is necessary to standardize tools and materials across the Service Connector program.

ESTIMATED COST

The estimated cost of the contract is \$80,000. This estimate is based upon a maximum of 20 hours per week @ \$80 per hour over the course of 50 weeks. Within this time-frame and dollar amount, the Consultant will conduct a maximum of 20 training sessions. A Scope of Services of the Service Connector program is attached.

SCHEDULE REQUIREMENTS

The contract is requested to begin January 1, 2006 and end December 31, 2006.

EXCLUSIVE OR UNIQUE CAPABILITY

The Consultant knows and understands the unique characteristics of each Delegate Agency. She understands the Plan for Transformation and the crucial role of course development and standardized tools and training in the process. Please refer to her Proposal to Provide Services.

OTHER

The Chicago Housing Authority entered into an Intergovernmental Agreement (IGA) with the Chicago Department of Human Services regarding the Service Connector services. The attached Ordinance, Section 3, gives CDHS the authority to enter and execute all such agreements necessary or advisable in connection with the implementation of the IGA (i.e. Service Connector program).

Scope of Services

Contractor – Ellyce Roitman
Contract Year – 2006
Program - CDHS Service Connector
Service Provision – Provide Training to CDHS Service Connector Staff
Provide Documentation Training to Service Connector Delegate Agencies
Development of Tools and Training Materials for the program

The following services will be provided to the Service Connector Delegate Agencies:

1. Design and develop front end decision making tools for use by direct service staff in their work with families; tools to guide the initial decision process in the early identification of service needs. **(10%)**
2. Revise existing assessment tools/inventory packet used by direct service staff as they partner with families to assist them toward self-sufficiency; revisions to make the tool more user friendly for both worker and family members, to ensure that data collected is both necessary and sufficient, to support and enhance the development of worker/client relationship. **(10%)**
3. Revise existing documentation training materials to reflect the changes in the front end tool and the inventory packet. **(10%)**
4. Provide documentation training to new service connector staff as needed. **(30%)**
5. Ensure consistency amongst all materials used in the provision of services to families participating in the service connector program. **(5%)**

The following services will be provided to CDHS Service Connector Staff :

1. Participate in the design of the leadership development training for CDHS area managers; participate in the training **(10%)**
2. Support the implementation of the concepts covered in the leadership development training; **(25%)**
 - Group integrative seminars
 - One-on-one mentoring
 - Other methods identified by CDHS administration

Maximum number of trainings - 20

Maximum number of 20 hours per week @ \$80/hour

20 hrs/week x \$80/hour = \$1,600/week

50 weeks @ \$1,600/week = \$80,000

ELLYCE ROITMAN MA, LCSW
CONSULTATION, TRAINING AND
PROGRAM DEVELOPMENT
7736 N SHERIDAN RD
CHICAGO, IL 60626
773.274.6212 (home)
773.274.6210 (fax)
773.426.8688 (cell)
eroitman@sbcglobal.net

Proposal to Provide Services

I am uniquely qualified to provide the following services based on: 30 years of government service in a social service agency where I served in an administrative capacity for 25 of those years, combining both administrative and clinical skills to support and influence best practices; my knowledge and expertise in the area of development, training and implementation of numerous best practice programs and policies to support these programs; my knowledge and expertise of the development and implementation of social service training programs; my work as a Social Work educator at a major graduate school of Social Work. I have the requisite combination of administrative, training and clinical skills necessary to provide the services outlined in this document.

The services outlined here and the compensation for services provided have been determined based upon discussion and negotiation with Service Connector staff.

The following services will be provided to the Service Connector Delegate Agencies:

1. Design and develop front end decision making tools for use by direct service staff in their work with families; tools to guide the initial decision process in the early identification of service needs. **(10%)**
2. Revise existing assessment tools/inventory packet used by direct service staff as they partner with families to assist them toward self-sufficiency; revisions to make the tool more user friendly for both worker and family members, to ensure that data collected is both necessary and sufficient, to support and enhance the development of worker/client relationship. **(10%)**
3. Revise existing documentation training materials to reflect the changes in the front end tool and the inventory packet. **(10%)**
4. Provide documentation training to new service connector staff as needed. **(30%)**

5. Ensure consistency amongst all materials used in the provision of services to families participating in the service connector program. (5%)

The following services will be provided to CDHS Service Connector Staff :

1. Participate in the design of the leadership development training for CDHS area managers; participate in the training (10%)
2. Support the implementation of the concepts covered in the leadership development training; (25%)
 - Group integrative seminars
 - One-on-one mentoring
 - Other methods identified by CDHS administration

Maximum number of trainings - 20

20 hours per week maximum @ \$80/hour

20 hrs/week x \$80/hour = \$1,600/week

50 weeks @ \$1,600/week = \$80,000

Thank you for this opportunity to work with the Service Connector program's staff and to be involved in the CHA's Plan for Transformation. I have found my work with this exciting and innovative program to be both challenging and stimulating and I look forward to continuing in these endeavors.

If there are any questions please feel free to contact me.

Sincerely,


Ellyce Roitman, MA, LCSW

3/31/06

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Chicago Housing Authority, a municipal corporation ("CHA"), operates family development complexes that serve families as well as Housing Choice Voucher holders ("Family Developments"), and now desires to retain the City to provide a set of lease compliance, service connector, case management, employment assistance services and other services ("Services") to the residents of the Family Developments and the Housing Choice Voucher holders served by the Family Developments; and

WHEREAS, the City, through its Department of Human Services ("DHS"), employs personnel and also contracts with delegate agencies and subcontractors with the expertise to provide the Services, and now desires to be retained by the CHA; and

WHEREAS, the CHA proposes an intergovernmental agreement ("Agreement") pursuant to which the CHA will engage the City to provide the Services to the families residing in the Family Developments and the Housing Choice Voucher holders served by the Family Developments, and the Board of Commissioners of the CHA has authorized the CHA to enter into the Agreement; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of DHS ("Commissioner") or his or her delegate is hereby authorized to execute and deliver the Agreement with CHA in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms of the Agreement (execution of the Agreement by the Commissioner or his or her delegate constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation of the Agreement, and to enter into annual renewals of the Agreement as provided therein. The Commissioner may approve and execute an amendment to increase the compensation paid to the City, so long as the amendment does not alter the nature of services provided pursuant to the Agreement or cause diversion of additional City personnel or City-owned resources to performance of the Agreement.

SECTION 3. The Commissioner is hereby authorized to enter into and execute all such delegate agency agreements as shall be necessary or advisable in connection with the implementation of the Agreement

SECTION 4. To the extent that any current ordinance, resolution, rule, order or

provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

EXHIBIT A

Intergovernmental Agreement (25 Family Developments)

**AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF CHICAGO DEPARTMENT OF HUMAN SERVICES AND THE CHICAGO
HOUSING AUTHORITY FOR PROFESSIONAL SUPPORTIVE SOCIAL SERVICES**

This Amendment No. 1 ("Amendment No. 1") to the Intergovernmental Agreement effective January 1, 2005 for Professional Supportive Social Services (the "Agreement") between the City of Chicago, acting through its Department of Human Services ("CDHS") and the Chicago Housing Authority ("CHA") is entered into as of this 1st day of January 2006.

WITNESSETH:

WHEREAS, the CHA and CDHS have previously entered into the Agreement, wherein CDHS, for and in consideration of the covenants and agreements set forth therein, agreed to provide supportive social services for CHA residents residing in CHA family developments, CHA scattered sites and to CHA Housing Choice Voucher Holders who are referred by the CHA or its designee; and

WHEREAS, the CHA desires to exercise the first option to extend the Agreement for an additional one-year term as provided in Section 3.02 of the Agreement; and

WHEREAS, CDHS is ready, willing and able to continue to provide the professional social supportive services, as set forth under the Agreement; and

WHEREAS, the CHA and CDHS desire to modify the Agreement in accordance with the provisions of Section 9.03 of the Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants contained herein and in the Agreement, as amended hereby, the parties hereto, intending to be legally bound, hereby agree to the following modifications:

1. Section 2.01 – Term _____

The term of the Agreement is extended for an additional one-year the period of January 1, 2006 through December 31, 2006.

2. Article 4.01 Amount of Compensation

The not-to-exceed amount of compensation for the satisfactory performance of the Services during the term of Amendment No. 1 is \$20,563,987.00.

3. The Agreement is hereby modified in all other respects to give effect to the foregoing amendment and, as so modified, shall remain in full force and effect and shall continue to constitute the valid and binding obligations of the parties hereto. Except as modified hereby, the Agreement is hereby ratified, confirmed and approved.

4. This Amendment No. 1 has been executed, delivered and accepted and shall be deemed to have been made under and shall be governed by and construed in accordance with laws of the State of Illinois.
5. The parties represent and warrant to each other that they have the authority to enter into this Amendment No. 1 and perform their obligations hereunder and under the Agreement as amended.

IN WITNESS WHEREOF, the CHA and CDHS have caused this Amendment No. 1 to the Agreement to be executed and become effective as of the date first above written.

CHICAGO HOUSING AUTHORITY

By: Albert Murillo
Albert Murillo,
Director of Procurement and Contracts

**CHICAGO DEPARTMENT OF
HUMAN SERVICES**

By: Sheryl C. McGill
Sheryl McGill, Acting Commissioner

Approved As to Form and Legality
Office of the General Counsel
Chicago Housing Authority

By: [Signature]
Office General Counsel

cc: Molly McGrath
Rich Lewis, Law
Latonya Lumpkin
Alan Mathis, orig.

0688

2005

INTERGOVERNMENTAL AGREEMENT

FOR PROFESSIONAL SERVICES

BETWEEN

**THE CITY OF CHICAGO
ACTING THROUGH ITS DEPARTMENT OF HUMAN SERVICES**

AND

THE CHICAGO HOUSING AUTHORITY

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11.01	CHA Authority
11.02	CDHS's Authority

THIS INTERGOVERNMENTAL AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is entered into as of this 1st day of January, 2005 (the "Effective Date") by and between the **CHICAGO HOUSING AUTHORITY** (hereinafter referred to as the "CHA"), a municipal corporation of the State of Illinois and the **CITY OF CHICAGO** acting through its Department of Human Services (hereinafter referred to as "CDHS").

RECITALS

WHEREAS, the CHA is engaged in the development and operation of safe, decent, and sanitary housing throughout the City of Chicago for low-income families in accordance with the United States Housing Act of 1937, 42 USC 1437 et seq.; regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, CDHS provides a set of coordinated supportive social services for residents of the City of Chicago and is able to provide such services as outlined in this Agreement at the price, terms and conditions specified herein; and

WHEREAS, the CHA desires CDHS to provide these Services for its residents as set forth in Section 2.01 and CDHS states that it is ready, willing and able to provide the Services to CHA residents as more specifically provided herein; and

WHEREAS, the CHA and CDHS have the authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and the Housing Cooperation Law, 310 ILCS 15/1 et seq.; and

WHEREAS, the CHA and CDHS desire to enter into this Agreement to permit CDHS to provide the Services for CHA residents as set forth in Section 2.01.

NOW THEREFORE, in consideration of the mutual promises and the terms and conditions set forth herein, the CHA and CDHS do hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2 CDHS'S DUTIES AND RESPONSIBILITIES

Section 2.01 Services to be Performed

A. Scope of CDHS's Services

The Services which CDHS shall provide under this Agreement are those described in this Section 2.01A (collectively, the "Services"). CDHS shall provide the Services in accordance with

the standards of performance set forth in Section 2.02. The Services CDHS shall provide to residents residing in CHA's family developments, residents living in CHA's scattered site communities, and to Housing Choice Voucher holders who are referred by the CHA or its designee, include, but are not limited to, the following:

1. Implement the Service Connector strategy as negotiated by the parties in good faith.
2. Employ or engage sufficient personnel to provide Service Connector services.
3. Meet on a regular basis with CHA staff and other City sister agencies to determine the progress of the implementation of the Service Connector model.
4. Disseminate information to residents and possible service providers regarding the Service Connector initiative and its benefits.
5. Contract with delegate agencies in a manner sufficient to ensure that every eligible family has the opportunity to access Service Connector.
6. Generate service plans, secure services and track progress to support families ability to sustain stable family life, economic self-sufficiency, lease compliance and integration in their communities.
7. Work with each private property manager at the Family Developments to ensure that corrective action plans are developed and implemented to help residents navigate issues that impact the overall management of property, such as lease compliance, property maintenance, social behavior and financial stability.
8. Train Service Connectors and Outreach Specialist personnel in the following protocols:
 - a. Resource Identification
 - b. Systems Advocacy and Navigation
 - c. Information and Referral Coordination
 - d. Family Dynamics and Assessment
 - e. Confidentiality Policy
 - f. Service Provider Delivery Evaluation
 - g. Interagency Coordination
 - h. Case Management
 - i. Inter-personal Communication
 - j. Data Collection

9. Work with employment service providers to assist a minimum target of families to obtain employment during the course of this Agreement.

B. Scope of CHA Responsibilities

The CHA agrees to provide sufficient office space, desks, and chairs at each Family Development for the express use of CDHS staff. The CHA shall be responsible for installing and maintaining a lock on each office space, and providing janitorial services to each office space at said sites. CDHS shall maintain and secure each office and all office equipment and any files maintained within the office at said sites.

CHA agrees to coordinate services between CHAC, Property Managers, Mobility Counselor Program staff, Good Neighbor Program staff and CDHS Service Connector Model staff, delegate agencies and/or contractors to fulfill Services under this Agreement.

CHA will share with CDHS information including, but not limited to, documents, data, reports, studies, and/or findings in any form that will assist CDHS and/or its delegate agencies and/or contractors in the performance of the Services under this Agreement.

C. Reporting Requirements

CDHS shall prepare and deliver to the CHA all reports and information required for compliance with applicable law, and the parties shall mutually agree as to the type and frequency of any other documents to be delivered to the CHA under this Agreement, including but not limited to data, studies, reports, findings or information in any form prepared or assembled either in hard copy or on diskette (collectively, "Reports"). The CHA reserves the right to reject any and all Reports, which in the reasonable determination of the CHA does not meet the intended level of completion or standard of performance specified in this Agreement.

Section 2.02 Performance Standards

CDHS shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CDHS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CDHS agrees that performing the Services in a satisfactory manner includes quickly responding to CHA's needs when those needs are clearly conveyed to CDHS.

The CHA shall direct all questions regarding program operations to CDHS's project manager. Disputes over program operations that cannot be resolved shall be treated under Article 5 hereof.

Section 2.03 Ownership of Documents, Records and Reports

- A. All Reports or information in any form prepared or assembled by, or provided to, CDHS under this Agreement are the property of the CHA. During the performance of its Services, CDHS shall be responsible for any loss or damage to such Reports while in CDHS's possession and shall restore any lost or damaged Reports and information at CDHS's sole cost and expense.

- B. CDHS and/or the City of Chicago shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with CDHS's performance under this Agreement. In addition, CDHS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the CHA, HUD, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

Section 2.04 Audit Requirement

The CHA retains an irrevocable right to independently or, through a third party, audit CDHS's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CDHS.

Section 2.05 Confidentiality

CDHS agrees that all Reports, reports and documents prepared or assembled by CDHS pursuant to this Agreement are to remain confidential. Further, CDHS agrees that the reports and documents shall not be made available to any individual or organization, other than to courts of competent jurisdiction or administrative agencies pursuant to a subpoena or an agency of the Federal or State Government, or as may be required in response to a request under the Freedom of Information Act ("FOIA") without the prior written approval of the CHA. CDHS shall notify the CHA of any such request or subpoena for information immediately, but in any event prior to the required disclosure date.

Section 2.06 Subcontracts and Assignments

CDHS shall not assign or subcontract this Agreement, or any portion thereof, without the express written approval of the CHA, which approval shall not be unreasonably withheld by the CHA and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

CDHS shall not assign any right to collect payment or any similar right to any CDHS delegate agency or contractor. The CHA expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

Section 2.07 Patents and Copyrights

To the extent applicable, the CHA reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for CHA or HUD purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which CDHS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement.

Section 2.08 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the CHA nor CDHS shall be liable to the other party for any nonperformance under this Agreement resulting in from such event.

ARTICLE 3 TERM OF THE AGREEMENT

Section 3.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2005.

✕ Section 3.02 Extension Options

This Agreement may be extended for four (4) additional one-year periods under the same terms and conditions as provided in this Agreement, as may be amended from time to time, upon mutual agreement of the Parties. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 9.03 hereof.

ARTICLE 4 COMPENSATION

Section 4.01 Amount of Compensation

The CHA shall pay to CDHS for the performance of this Agreement, a sum not-to-exceed Twenty Million Dollars (\$20,563,987.00). CDHS agrees not to perform, and waives any and all claims of payment for work which would result in billings beyond the Agreement price unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment therefor. CDHS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

Section 4.02 Advance

The CHA may make one advance payment, not to exceed \$1,500,000.00, provided that CDHS submits reasonable justification in writing to the CHA demonstrating the need for such an advance for the provision of Services under this Agreement, and that the justification meets the reasonable satisfaction of the CHA. If the parties mutually agree that such an advance is necessary for the provision of Services under this Agreement, the advance will be made within seven (7) days of when a mutual agreement has been reached in writing.

Section 4.03 Payment

The CHA shall provide CDHS with a standard billing format. Pursuant to the standard billing format, CDHS shall submit sufficiently detailed invoices that include payroll, costs and expenditures for provision of the services in the Program in accordance with the budget, which is attached hereto as Exhibit I and incorporated by reference as if fully set forth herein.

Section 4.04 Non-Appropriation

Funding for this Agreement is subject to 1) availability of Federal funds from HUD, 2) the approval of funding by CHA's Board of Commissioners. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the CHA for payments to be made under this Agreement, then the CHA shall promptly notify CDHS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CDHS under this Agreement beyond those amounts appropriated and budgeted by the CHA to fund payments hereunder.

ARTICLE 5 DISPUTES

A dispute between the CHA and CDHS involving this Agreement that has not been resolved shall be referred to the Commissioner of CDHS ("Commissioner") and the CHA's Chief Executive Officer ("CEO"). Either party may give written notice of the dispute to both the Commissioner and the CEO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner and the CEO fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date notification of the dispute is given.

ARTICLE 6 RISK MANAGEMENT

Section 6.01 Insurance to be Provided by CDHS

CDHS shall procure, pay for and maintain at all times during the term of this Agreement the types of insurance specified below.

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employers Liability Coverage with limits of not less than \$100,000 for each accident or illness.

2. Commercial General Liability (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence for bodily injury, personal injury and property damage liability.

3. Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, CDHS shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage.

4. Self-Insurance

The CHA acknowledges that CDHS is self-insured for the insurance requirements required by the CHA.

Section 6.02 Insurance Maintained by the CHA

The CHA maintains at all times during the term of this Agreement the types of insurance specified below.

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois covering all employees who are to provide a service under this Agreement and Employers Liability Coverage with limits of not less than \$100,000 for each accident or illness.

2. Commercial General Liability (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence for bodily injury, personal injury and property damage liability.

3. Self-Insurance

The CHA may self insure for the insurance requirements.

ARTICLE 7 TERMINATION

Either party may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by 180 days notice in writing to the other party.

ARTICLE 8 SPECIAL CONDITIONS

Section 8.01 Warranties and Representations

In connection with the execution of this Agreement, CDHS warrants and represents that CDHS and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; CDHS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein. CDHS further warrants that it has read the CHA's Ethics Policy amended January 16, 2001 and hereby agrees to comply with its provisions; and

Section 8.02 Conflict of Interest

- A. No member of the governing body of the CHA or other units of government and no other officer, employee, or agent of the CHA or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and/or CHA employee shall be entitled to any share or part of this Agreement or to any financial benefit arising from it.

CDHS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in this Agreement which would conflict in any manner or degree with the performance of the Services hereunder. CDHS further covenants that in the performance of this Agreement no person having any such interest shall be employed.

Additionally, pursuant to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of the CHA and who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such HUD activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.

- B. Furthermore, CDHS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

Section 8.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

Section 8.04 Independent Contractor

CDHS shall perform under this Agreement as an independent contractor to the CHA and not as a representative, employee, agent, joint venturer or partner of the CHA.

Section 8.05 Section 3, HUD Act of 1968

The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701 u. CDHS agrees that it will comply with the provisions of Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR part 135, and all applicable rules and orders of HUD issued thereunder. CDHS certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these regulations.

ARTICLE 9 GENERAL CONDITIONS

Section 9.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibits attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

Section 9.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

Section 9.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof,

shall be valid unless in writing and signed by the authorized agent of CDHS and by the Chief Executive Officer of the CHA or his designee. The CHA shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

Section 9.04 Compliance with All Laws/Governmental Orders

- A. CDHS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CCDHS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement.
- B. CDHS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.

Section 9.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each

party. If any action is brought by CDHS against the CHA concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 9.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 9.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plus number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

Section 9.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 9.09 Cooperation

CDHS and CHA agree at all times to cooperate fully and in good faith with each other and to act in the best interests of the CHA Family Development residents and Housing Choice Voucher holders served by the Family Developments. If this Agreement is terminated for any reason, or if it is to expire on its own terms, CDHS shall make every effort to assure in an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the CHA in connection with the termination or expiration of this Agreement.

Section 9.10 Waiver

Whenever under this Agreement the CHA by a proper authority waives CDHS's performance in any respect or waives a requirement or condition to either the CHA's or CDHS's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the CHA may have waived the performance of a requirement or condition.

ARTICLE 10 COMMUNICATION AND NOTICES

Section 10.01 Communication Between the Parties

All verbal and written communication including required reports and submissions between CDHS and CHA shall be through CDHS program manager and CHA's Office of Programs. No verbal communication between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 10.02 Notices

Any notices sent to CDHS shall be mailed by ordinary mail, postage prepaid to:

Commissioner
Chicago Department of Human Services
1615 West Chicago Avenue
Chicago, Illinois 60622

With copies to:

Finance and Economic Development Division
Department of Law
City of Chicago
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602

and

Office of the Comptroller
Special Accounting Division
33 North LaSalle Street, Room 800
Chicago, Illinois 60602

Notices sent to the CHA shall be mailed by certified mail, postage prepaid to:

Chief Executive Officer
Chicago Housing Authority
626 West Jackson Boulevard
Chicago, Illinois 60661

With a copy to:

General Counsel
Office of the General Counsel
Chicago Housing Authority
200 West Adams, Suite 2100
Chicago, Illinois 60606

ARTICLE 11 AUTHORITY

Section 11.01 CHA Authority

Execution of this Agreement is authorized by resolution of the CHA's Board of Commissioners approving this Agreement and pursuant to the United States Housing Act of 1937, 42 U.S.C. 437 et seq. regulations promulgated by HUD, and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances.

Section 11.02 CDHS's Authority

Execution of this Agreement by CDHS is authorized by ordinance enacted by the City Council of the City of Chicago on December 1, 2004.

IN WITNESS WHEREOF, the CHA and CDHS have executed this Agreement as of the date first written above.

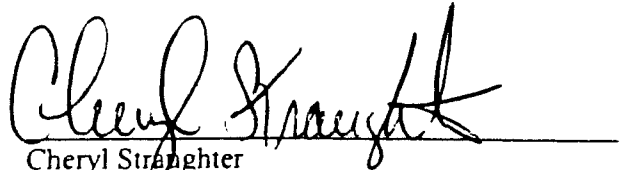
**CITY OF CHICAGO,
DEPARTMENT OF HUMAN SERVICES**



Carmelo Vargas
Commissioner

Date: 12-20-04

CHICAGO HOUSING AUTHORITY




Cheryl Straughter
Managing Director of Internal Affairs

Date: 12/29/04

APPROVED AS TO LEGALITY AND FORM
OFFICE OF THIS GENERAL COUNSEL
CHICAGO HOUSING AUTHORITY

BY: _____


GENERAL COUNSEL

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

ELLYCE LEE ROITMAN

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant
OR
2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____
OR
3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 7736 N. SHEKIDON RD
CHICAGO IL 60626

C. Telephone: 773.274.6212 Fax: 773.274.6210 Email: eroitman@sbeglobal.net

D. Name of contact person: Sam

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Training Program Development, Service Connector Program, DEPT. OF HUMAN SERVICES

G. Which City agency or department is requesting this EDS? HUMAN SERVICES SERVICE CONNECTOR HUMAN SERVICES

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # 47791 and Contract # 12096

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership*
 - Limited partnership*
 - Trust
 - Limited liability company*
 - Limited liability partnership*
 - Joint venture*
 - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?
- Yes No
- Other (please specify)

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

MA

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
<u>MA</u>	

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

ELLYCE ROITMAN MA, LCSW
CONSULTATION, TRAINING AND
PROGRAM DEVELOPMENT

7736 N SHERIDAN RD
CHICAGO, IL 60626
773.274.6212

773.274.6210 (fax)

773.426.8688 (mobile)

eroitman@sbcglobal.net

Memo

To: City of Chicago
Department of Human Services

From: Ellyce Roitman

Date: 5/8/2006

Re: Clarification of status as Sole Proprietor

The purpose of this memo is to clarify that I am an independent consultant, working with staff and agencies of the Service Connector program. I am the sole proprietor of my business with no staff, no employees.

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<i>M/A</i>	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
<i>M/A</i>		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes

No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

M/A

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
M/A			

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

[] is ~~X~~ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
M/A		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

N/A

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

sole proprietor - no employees

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

ELYCE LEE ROITMAN

Date: 3/8/06

(Print or type name of Disclosing Party)

By: *Elyce Lee Roitman*
Elyce Lee Roitman

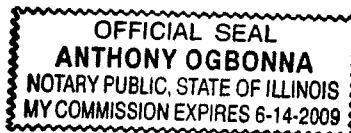
(sign here)

ELYCE LEE ROITMAN

(Print or type name of person signing)

Proprietor

(Print or type title of person signing)



Signed and sworn to before me on (date) 3/9/2006, by *Anthony Ogbonna*
at EVANSTON, IL County, Cook (state). IL

Anthony Ogbonna Notary Public.

Commission expires: 6-14-2009



DELEGATE AGENCY CHECKLIST

This form is for delegate agency projects only. Please use the standard CPAC checklist for any other type of procurement. Attach all required materials and submit for handling to Department of Procurement Services, Attn: CPAC Delegate Agency, Room 403, City Hall, 121 N. LaSalle, Chicago, Illinois 60602.

Date: 6/13/06 Contact Person: Jenny Schuler
 Department: Human Services Tel: 746-6685 Fax: 743-1176
 Contract No. (if known) 12096 Program Manager: Joel Mitchell
 Estimated Value \$: 80,000 Tel: 746-8271 Fax: 743-1863
 Program Name: Service Connector
 Description: Training to Service Connector staff

TYPE OF REQUEST

The items with asterisks are reviewed by the Delegate Advisory Board (DAB). Use this form not the DAAC Executive Summary. If you need a schedule of DAB meetings and deadlines, please call Lisa Butts at 4-4925.

- RFP/RFQ****
 Attach: Draft of RFP/RFQ and evaluation tool. Include program background & objectives, detailed scope of services, location and time line for delivery of services, qualifications, skills and/or experience needed, licenses or certifications required, and evaluation criteria.
- Non-Competitive Procurement****
 Attach: Justification for non-competitive procurement e.g. unique capacity, named in grant award, etc. Include name of the delegate agency(s) estimated dollar amount(s), services to be provided and time line.
- Amendment to Non-Competitive Procurement****
 Attach: Copy of original request for non-competitive procurement, justification for amendment.

NOTE: If you are submitting a contract or amendment to Roundtable you do not have to complete this form but you must still fully complete an Award Checklist.

- Contract (Non-Roundtable)**
 Attach: Award Checklist and contract with all required supporting documents.
- Amendment (Non-Roundtable)** Circle type(s): Dollar Time Scope
 Attach: Award Checklist and amendment package with all required supporting documents. Exception: If you are amending a non-competitive contract you must submit the request to DAB (see above).
- Recommendation for Award**
 Attach: Memorandum addressed to Chief Procurement Officer from your Commissioner with the name of agency(s) recommended for award and a list of all applicants and their ratings.

FUNDING INFORMATION

Funding Source(s) (City, State, Federal): CHA Service Connector
 Funding Strip(s): 06-893-53-2005-0140-0140.

Funding Distribution for Delegates (list here or separately):

Name of Organization	Amount (current)	Change in Amount
<u>Ellyce Roitman</u>	\$ <u>80,000</u>	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

TIME FRAME

Date Needed: ASAP Contract Term (current): 1/1/06 - 12/31/06.
 Change in Term: _____



City of Chicago
Richard M. Daley, Mayor

Chicago Department of
Human Services

Sheryl C. McGill
Commissioner

Executive Office
1615 West Chicago Avenue
Chicago, Illinois 60622


(312) 746-8545
(312) 746-8973 (FAX)
(312) 744-6189 (TTY)

<http://www.cityofchicago.org>

MEMORANDUM

TO: Barbara A. Lumpkin
Chief Procurement Officer

ATTN: Brandie Knazze

FROM: Sheryl C. McGill 
Commissioner

DATE: June 13, 2005

RE: Concurrence to Waiver Request – MBE and WBE Requirements
Ellyce Roitman Contract

Attached is a Waiver Request for the Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) goals that are typical in City of Chicago contracts from Ellyce Roitman.

As stated, Ellyce Roitman, who will be providing the training to Service Connector staff, is an independent, one-person organization. There are no opportunities for other consultants. This is a one-person assignment.

CDHS concurs with her waiver request. If you should have any questions, please contact Jenny Schuler at 312/746-6685.

Copy to: M. McGrath
A. Mathis



ELLYCE ROITMAN MA, LCSW
CONSULTATION, TRAINING AND
PROGRAM DEVELOPMENT

7736 N SHERIDAN RD
CHICAGO, IL 60626
773.274.6212 (home)
773.274.6210 (fax)
773.426.8688 (cell)
eroitman@sbcglobal.net

March 30, 2006

Ms. Sheryl C. McGill
Commissioner
Chicago Department of Human Services
1615 West Chicago Avenue
Chicago, Illinois 60622

RE: Waiver Request -- Minority Business Enterprise (MBE) & Women Business
Enterprise (WBE) Contractual Requirements

Dear Commissioner McGill:

Please allow this letter to serve as a formal Waiver Request for MBE and WBE requirements for standard City of Chicago contracts.

As an independent consultant, I will be working with staff and agencies of the Service Connector program. This program is an integral part of the Chicago Housing Authority's (CHA) Plan for Transformation. Whereas in the past I provided general guidance to the CHA and Service Connector program staff and agencies, the program, staff, and agencies are at a stage of development where, in particular, the standardization of trainings is essential. This is a one-person assignment with no opportunities for other consultants to include those with MBE or WBE status.

I have found my work with the Service Connector program's staff and agencies as well as the CHA's Plan for Transformation both challenging and exhilarating. Granting this Waiver Request will allow me to continue on this rewarding professional endeavor.

Sincerely,


Ellyce Roitman, MA, LCSW



City of Chicago
Richard M. Daley, Mayor

Chicago Department of
Human Services

Sheryl C. McGill
Commissioner

Executive Office
1615 West Chicago Avenue
Chicago, Illinois 60622

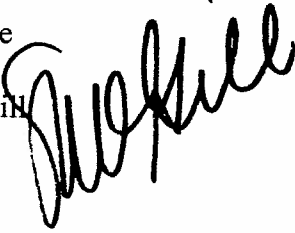
(312) 746-8545
(312) 746-8973 (FAX)
(312) 744-6189 (TTY)

<http://www.cityofchicago.org>

MEMORANDUM

TO: Barbara A. Lumpkin
Chief Procurement Officer

ATTN: Brandie Knazze

FROM: Sheryl C. McGill
Commissioner 

DATE: June 13, 2005

RE: Non-Competitive Procurement – Sole Source Review Board
Ellyce Roitman Contract – Service Connector Program

The requested attached information has been provided to support the non-competitive procurement of training services to be provided by Ellyce Roitman for the Service Connector Program.

Information includes the following:

- Justification for Non-Competitive Procurement form and documentation;
- Economic Disclosure Statement (EDS);
- Delegate Agency Checklist; and
- MBE/WBE Waiver Request Letter and Concurrence Memorandum.

Please contact Jenny Schuler at 312/746-6685 with the date of the next Sole Source Review Board Meeting or if you require additional information.

Copy to: M. McGrath
A. Mathis

06 JUN 13 PM 2:55

