

REQUEST FOR PROPOSALS
For
Expanded Mental Health Clinic Operation and Treatment Services
For the Bronzeville
Expanded Mental Health Services Program

Key Dates

Release date	Friday, August 1, 2025
Proposal due date	Friday, October 31, 2025
Anticipated contract award date	December, 2025

Please submit Proposals via email to info@bronzevillementalhealth.org .

PROPOSALS MUST BE RECEIVED BEFORE 5:00 P.M. CENTRAL TIME ON FRIDAY,
OCTOBER 31, 2025

NO PROPOSALS WILL BE ACCEPTED FOR ANY REASON AFTER THIS
DEADLINE

Governing Commission
Bronzeville Expanded Mental Health Services Program

708 E. 47th Street
Second Floor
Chicago, Illinois 60654

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Bronzeville Expanded Mental Health Services Program Governing Commission

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I. Program Authority.

The Bronzeville Expanded Mental Health Services Program (the “**Bronzeville Program**”) is authorized by the Community Expanded Mental Health Services Act (405 ILCS 22/) (the “**Act**”) pursuant to a binding referendum approved by the affirmative vote of 35,198 voters in the Bronzeville community who voted “Yes” (88.08%) for the binding referendum to create the Bronzeville Program on November 3, 2020 (the “**Referendum**”). The Act, a copy of which is attached to this RFP as **Exhibit A**, provides the Bronzeville Expanded Mental Health Services Program Governing Commission (the “**Commission**”) with the authority to engage a public or private agency to provide expanded mental health services (405 ILCS 22/20(5)).

PLEASE REVIEW THE ACT BEFORE RESPONDING TO THIS REQUEST FOR PROPOSALS (THIS “RFP”) OR SUBMITTING A QUESTION OR REQUEST FOR CLARIFICATION TO THE COMMISSION AS DESCRIBED HEREIN. THE ACT CONTAINS ESSENTIAL INFORMATION REGARDING A NUMBER OF THE REQUIREMENTS IDENTIFIED BELOW.

II. Purpose.

The Commission invites the submission of proposals to identify a qualified candidate to manage and oversee operation of the Bronzeville Program’s community expanded mental health services center (the “**Program Center**”) as described herein subject to and in accordance with the terms and conditions of the Community Expanded Mental Health Administrative Services Agreement attached to this RFP as **Exhibit B** (the “**Program Agreement**”).

The Respondent selected in response to this RFP (if any) will be responsible for providing the Contracted Services as described in the Program Agreement, and in particular for proactively responding to the mental health needs of residents within the Bronzeville Territory identified in **Exhibit C**, and incorporated herein by this reference (the “**Program Service Area**”).

The objective of the Bronzeville Program, as described in the Act, is to expand access to and the quality of mental health services available to Program Service Area residents, in keeping with the model of community-based mental health care instituted by the Federal Community Mental Health Centers Act of 1963. The Bronzeville Program is intended to meet the needs of residents who need the assistance of their communities in overcoming or coping with mental or emotional health needs, with a special focus on early intervention for and prevention of such needs. The Bronzeville Program may also assist with severe mental health needs, but shall not replace existing services currently mandated by law for individuals with severe mental health needs (405 ILCS 22/5).

III. Background.

The Bronzeville Program Governing Commission is a nine-member commission with five members appointed by the Governor of the State of Illinois and four by the Mayor of the City of Chicago. Commissioners must be chosen from a list of nominees identified by community organizations in Bronzeville, with seven of the nine residing in the Program Service Area. Two Commissioners must be mental health services professionals and two must be mental health services consumers. The Commission manages the Bronzeville Program funds levied under the Referendum to pay for administrative and clinical costs to expand access to and the quality of mental health services available to Program Service Area residents under the Act.

The Bronzeville Program is the fourth Community Expanded Mental Health Services Program created under the Act. The Act allows local communities to vote on a binding referendum to approve the creation of a local program and fund it through a voter-approved property tax increase.

On November 3, 2020 voters in the Bronzeville community approved the Referendum to create the Bronzeville Program and authorized the Bronzeville Program to levy a property tax not to exceed .025% of the total property tax bill of properties within the Program Service Area.

IV. Contract Award.

The Commission intends to award the Program Agreement to a Respondent that submits a proposal that satisfies the criteria described in this RFP, including the terms and conditions of the Program Agreement and the Act. The initial term of the Program Agreement will expire two (2) years after the “Go-Live Date” as defined in the Program Agreement and may be extended by mutual written agreement of the parties. The Commission’s decision whether to extend will be “based upon the provider's success in achieving its stated goals, especially with regards to servicing the maximum number of residents of the territory identified as needing mental health services in the initial needs assessment and subsequent updates to it” (405 ILCS 22/20(5)).

Direct Program Treatment mental health services will be offered by the Bronzeville EMHS Program Center in accordance with the Community Expanded Mental Health Services Act (405 ILCS 22/1-50) in space leased and currently being developed for clinical use by the Bronzeville EMHS Program Governing Commission in the Program Service Area. The Governing Commission is seeking a qualified candidate to provide planning, development and administration services for the Program Center (a “**Program Center Administrator**”). In particular, the Program Center Administrator will:

- a. Exclusively manage and oversee all aspects of Program Center operations and the provision of direct Treatment Services in accordance with the Act and Program Guidelines as updated by the Governing Commission from time to time without day-to-day involvement of or direction of the Governing Commission.
- b. Handle all Medicaid provider and other credentialing matters and all claims preparation, submission and follow up; ensure clinicians at all times maintain and remain qualified to perform services at the Program Center.
- c. Perform all clinical and staff recruitment, hiring, firing, payroll and benefits administration.
- d. Perform all Program Center systems and supplies acquisition, implementation, management, updating and replacement.
- e. Provide for clinical and staff training, clinical and administrative supervision, performance reviews and corrective actions.
- f. Facilitate Program Center participation in clinical training programs as directed by the Governing Commission.
- g. Ensure robust clinical records are maintained in the Program Center EHR and perform regular chart audits to confirm compliance. The Program Center Administrator will ensure the Program Center maintains custody and control of Program Center, including in the event of transition to a new Program Center Administrator.

- h. Ensure the Program Center and the Treatment Services reflect the Governing Commission-approved “look and feel” and are offered exclusively pursuant to and in connection with Governing Commission service marks, signage and branding.
- i. Place and maintain appropriate professional and liability insurance coverage for the Treatment Services and Program Center operation.
- j. Manage the Program Center facilities, including managing maintenance issues, utilities, property insurance coverage, snow removal, custodial services, and parking issues.
- k. Promote the Program Center’s services in the Program Services Area in an effort to raise awareness of the Program Center’s services, benefits and needs.
- l. Continuously monitor and measure Program Center benchmarks relating to patient, provider and staff satisfaction and Program Center customer service; monitor and measure the public reputation of the Program Center and the Program Center Administrator’s effectiveness in reaching and serving through the Program Center diverse populations and age groups; monitor and measure other Program Center performance data as requested by the Governing Center from time to time.
- m. Annually prepare and submit to the Governing Commission a detailed Annual Report describing the Program Center’s performance during the prior year.
- n. Annually update the Program Needs Assessment and recommend for Governing Commission approval new and expanded services and programs to address Community mental health needs identified by the Needs Assessment.
- o. Annually prepare and modify as necessary to obtain Governing Commission approval each year a Program Center Operating Budget, including a threshold administrative services fee to compensate for the Program Center Administrator’s services with compliant performance incentives tied to Program Center success (the “**Operating Budget**”).
- p. Annually design, propose, plan and execute Governing Commission fundraising events to benefit the Program Center.
- q. Prepare and maintain up-to-date financials relating to Program Center revenue and expenditures.
- r. Cooperate with the Governing Commission to ensure that 100% of Program Funding, including Medicaid reimbursement, is invested and reinvested to provide direct treatment services to Eligible Persons in the Program Service Area.
- s. Deliver regular reports to the Governing Commission regarding Program Center performance and plans for improvement.

- t. Prepare and submit to the Governing Commission for approval, together with materials reflective of a competitive bidding process, interim funding requests for Program Center maintenance, repairs, upgrades, staffing changes, purchases of systems and supplies and other unexpected or unforeseen expenditures not included in the Governing Commission-approved Operating Budget.
- u. Earn a threshold administrative services fee with compliant performance incentives tied to Bronzeville EMHS Program Center success.

The Program Agreement “Go-Live Date” is anticipated to be approximately 3-6 months after Program Agreement award Effective Date.

Only to the extent that the Commission receives adequate funding under the Referendum (the “**Referendum Funding**”), the Commission will issue to Program Center Administrator the amount of Referendum Funding available pursuant to the Governing Commission-approved Operating Budget for Contracted Services, anticipated to be in pro-rated installments on or before the first day of each calendar quarter during the term of the Program Agreement.

The Program Center Administrator will facilitate transition to a subsequent Program Center Administrator as directed by the Governing Commission.

V. Referendum Funding.

The Commission estimates that approximately \$610,000 per year will be available to provide direct Treatment Services to Program Service Area residents (the “**Referendum Funding**”). The successful Respondent’s draft Operating Budget will aim to invest all Referendum Funding into Governing Commission-approved mental health programs and services for Eligible Persons in the Program Service Area. The Commission anticipates that the Program Center will also receive funding from other sources, including Medicaid reimbursement for Treatment Services, and grant funding and direct contributions (collectively, “**Program Funding**”).

The Program Center Administrator will receive an administrative services fee for Contracted Services and will not receive or share in any portion of Program Funding, including Medicaid reimbursement. All Program Funding will be invested and reinvested into the provision of direct treatment services for Eligible Persons in the Program Service Area.

The Program Center will maintain all Program Funding in Bronzeville EMHS Program bank account(s). The Program Center Administrator will design and recommend for Governing Commission approval expanded and new programs and services intended to facilitate the Governing Commission’s efforts to expend 100% of Referendum Funding and Program Funding on the provision of direct Treatment Services to Eligible Persons in the Program Service Area.

Referendum Funding is not guaranteed and may be reduced or terminated by the Bronzeville community by voting to modify or terminate the Referendum. Referendum Funding amounts available for Program Center operations will be determined by the Commission in its annual budget and levy meetings. The Commission is not responsible for Bronzeville Program payment obligations not funded by the community pursuant to the Referendum.

VI. Selection Criteria

According to the Act (405 ILCS 22/20(5)), Respondent selection will be based upon the Commission's receipt of a comprehensive proposal addressing the following factors:

- Preparation and submission of a thorough supplemental analysis of a mental health needs assessment for the Program Service Area;
- Development of specific mental health programs and services tailored to address the needs identified in the assessment;
- Preparation and submission of a draft Operating Budget that describes in detail how Program Center Administrator will use 100% of Referendum Funding for the Bronzeville Program as provided in the Program Agreement;
- Agreement to perform the Contracted Services as described in the Program Agreement;
- A commitment to ensuring diversity, equity and inclusion in Respondent's policies, practices, and selection of board of directors and executive officers; and
- A commitment to fight against racism, racial discrimination, sexism, ableism, xenophobia, and related intolerance.

VII. Eligibility

- a. A Respondent, including as applicable Respondent's directors, partners, officers, principals, and employees, must not be:
 - i. Suspended, debarred, or otherwise restricted from contracting, conducting business with, or participating in the programs of, the City of Chicago, the State of Illinois, or the Federal government;
 - ii. Indicted for, or convicted of, a criminal offense that reflects upon the responsibility, integrity or ability of the Respondent to assess, design or operate community mental health programs. These offenses include criminal offenses that can be prosecuted at a local, state, or federal level; and
 - iii. Subject to litigation, tax assessments or any government audit or investigations.
- b. A Respondent, including as applicable Respondents' directors, partners, officers, principals and employees must be:
 - i. Licensed to furnish Treatment Services in the State of Illinois; and
 - ii. Qualified to do business in the State of Illinois and the City of Chicago; and
 - iii. The Governing Commission welcomes proposals from providers large and small, including community providers, clinic providers, hospital systems and health systems. As a result, the Governing Commission expects that Respondents may include a variety of new and existing mental health service providers, including those that may already be operating within the Program Territory and providers that are

seeking to establish new services or expand existing services into the Program Territory.

IX. Additional Considerations

The Act establishes the following requirements for any potential “public or private” expanded mental health service provider.

a. Access to Services After Available Subsidies Exhausted (405 ILCS 22/10).

The Program Center Administrator must provide Treatment Services to Eligible Persons free of charge after all available subsidies have been exhausted, “including but not limited to Medicare, Medicaid, and private insurance.” The Program Center Administrator is expected to collect patient copayments and prepare and submit claims for reimbursement for Treatment Services to available health plans and programs as required by law and applicable health plan or program rules.

b. Conducting a Thorough Analysis of a Mental Health Needs Assessment (405 ILCS 22/20(5)).

Each Respondent must prepare a program services proposal based on a thorough analysis of the Bronzeville Mental Health Needs Assessment prepared by the Coalition to Save Our Mental Health Centers, available on the Bronzeville Expanded Mental Health Services Governing Commission’s home page at bronzevillementalhealth.org, as supplemented by Respondent (collectively, the “Needs Assessment”). Respondent is welcome to supplement the assessment materials available at bronzevillementalhealth.org with other existing secondary data as well as primary data gathered directly from community residents and stakeholders.

c. Development of Program Services Proposal (405 ILCS 22/20(5)).

Each Respondent is required to develop and submit a specific program services proposal tailored to address the needs identified in their analysis of the Needs Assessment. As noted above, services should place a “special focus on early intervention and prevention” of mental and emotional needs.

Respondent’s program services proposal represents a special opportunity for the Respondent to share the dedication, focus, creativity, resources and passion that Respondent would bring to bear in furtherance of the Program and meeting community mental health needs identified in Respondent’s analysis of the Needs Assessment. The Governing Commission is hopeful that each Respondent’s program services proposal will include a detailed analysis of proposed services, identification of resources necessary to support proposed services and financial planning to ensure appropriate allocations are available to execute proposed services. Program services proposals should take into account personnel issues, including provider qualifications and availability.

d. Available Treatment Options (405 ILCS 22/10).

Respondent(s) should utilize a variety of mental health services and treatment alternatives to develop their program services proposal. According to the Act, treatment “includes, but is not limited to, examination, diagnosis, evaluation, care, training, psychotherapy, pharmaceuticals, outpatient services, and other services provided for recipients by mental health facilities.” The Program Center Administrator may also detail how it will offer remote technology services such as teletherapy and other telehealth options.

- e. Percentage of Program Funds Dedicated to Direct Mental and Emotional Health Services (405 ILCS 22/20(6)).

The successful Respondent (if any) will be required to use 100% of Referendum Funding received from the Commission and 100% of Program Funding for the Bronzeville Program as described in the Program Agreement.

X. Proposal Instructions

- a. Formatting. This section provides information on proposal requirements and submission guidelines. Each proposal response must be complete and narrative responses should be self-explanatory.
- i. Please identify in the top right corner of each proposal page Respondent's name and proposal page number.
 - ii. Format the proposal response as follows: 8 ½ x 11 sheet size with 1" margins, single space, 12-point Times New Roman font.
 - iii. Each graph is considered one page although it can be placed on larger paper (larger paper should be folded to fit in packet).
 - iv. Label trade secrets and proprietary commercial or financial information as "proprietary," "privileged" or "confidential."
- b. Title Page & Table of Contents. Complete Title Page for each application, as well as a Table of Contents. The Title Page must be the first page of your proposal.
- c. Proposal Summary (no more than 2 pages). Each Respondent must submit a summary of their proposal including:
- Mission of Respondent's organization
 - History of Respondent's organization
 - Summary of Respondent's analysis of the Needs Assessment
 - Summary of Respondent's proposed services/programs and anticipated outcomes to meet those needs
- d. Program Services Proposal (no page restriction). Each Respondent must include a detailed analysis of the Needs Assessment and a program services proposal based on that analysis that is tailored to meet identified mental health needs.

The Commission believes that such an analysis of data sources is essential to accurately identify the mental health needs of Program Service Area residents who have been particularly negatively impacted by the COVID-19 pandemic and the resulting economic, housing, and mental health stressors experienced by many residents in the Bronzeville Program's communities.

Program services proposals must adhere to the requirements defined in the Act. Services shall not duplicate the existing services mandated by law for the severely mentally ill. Program services proposals should include:

- i. Specific programs and services to be provided;

- ii. Staff and qualifications;
- iii. Target populations for services to be provided;
- iv. Demonstration of experience and capacity to implement and operate proposed programs; and
- v. Resumes for key staff. If staff will be hired to implement Respondent's proposal, how will those employment opportunities be advertised while remaining mindful of the specific needs of the Program Service Area with regard to the diversity of the Bronzeville communities according gender, race, ethnicity, immigration status and sexual orientation?

Each Respondent should describe their relevant experience and capacity to implement and operate proposed programs and services. Each Respondent should identify staffing and other resources that Respondent will make available to deliver proposed programs and services.

- e. Community Partnership and Development (no more than 10 pages). Each Respondent should describe their planned and/or current involvement in the Program Services Area. This should include relationships with community groups, churches, schools, organizations and future plans to develop such relationships. Given the range of mental health needs experienced in the Program Service Area, the Commission is looking for a detailed explanation of how Respondent will partner with community residents, other mental health providers and community institutions, such as churches, community-based organizations and local elementary and high schools, and how these partnerships will be developed, coordinated and sustained. Please devote special attention to describing Respondent's:
 - i. outreach strategy to such groups to build partnerships with area schools, police, faith- and community-based organizations, and other relevant organizations to aid in the prevention of crime, violence, abuse, trauma, and racial trauma for residents of all ages to better sustain mental health and wellness in the community;
 - ii. specific outreach strategy to all community members to reduce stigma through mental health awareness through community workshops, seminars, and forums on-site and at schools, homeless shelters, senior homes, veteran posts, and other locations identified for mental health resources and assistance;
 - iii. specific approach to prioritizing and ensuring diversity, equity and inclusion of community residents in a) soliciting their input for developing the vision, mission, goals, and decision-making processes for programs and services through a needs assessment, and in b) the hiring of culturally competent clinicians, supervisors, leaders, and board members. This includes a culturally relevant provision of services for all ages, gender, sexual identities and socio-economic backgrounds;
 - iv. particular focus on addressing the specific mental health needs of a largely African American residential area. Also, a particular focus on mental health needs that are largely gender specific, and LGBTQIA+ mental health needs;
 - v. particular understanding of the educational, housing, financial, and chronic health needs experienced by community residents;

- vi. ability to provide culturally relevant and competent direct mental health services for individuals, families, and groups, including assessment, testing, and medication management, for residents of all ages with mental health treatment needs. Also, the ability to provide case management to ensure that residents are bridged to the health, education, housing, and financial resources to complement, enrich, and sustain mental wellness;
 - vii. ability to provide models of care that emphasize mental health treatment through engagement of mind/body awareness practices such as meditation, yoga, body movement, and art therapies for sustained mental wellness.
- f. Trauma-Informed Community Service Provider (no more than 1 page). Each Respondent should describe their strategies to address the varied impacts of trauma on residents of the Program Service Area. The Commission highly values Respondent proposals that are trauma-informed, recognize various types of trauma, including racial trauma, and that describe how appropriate treatment services will specifically be made available to address residents' experiences with the most common types of trauma overall.
- g. Consumer and Peer Involvement (no more than 2 pages). Each Respondent should describe how Respondent will develop the Bronzeville Program to involve residents in the recovery process of drug and alcohol treatment. Additionally, describe any planned use of peer staff members such as Certified Recovery Support Specialists, Certified Drug and Alcohol Counselors, and other related recovery specialists.
- h. Evaluation of Services (no more than 2 pages). Each Respondent should explain how the progress of their programs and services relative to the Community Needs Assessment will be monitored and evaluated. This section should answer the following questions:
- i. Please describe Respondent's organizational mission and vision and how they align with its proposal goals and objectives for the Bronzeville Program?
 - ii. How will Respondent determine the success of the Bronzeville Program?
 - iii. How will Respondent identify and resolve Bronzeville Program problems?
 - iv. How will Respondent implement changes and adjustments for the Bronzeville Program?
- i. Budget and Narrative (no more than 5 pages). Each Respondent should provide a narrative description of their proposed Budget for the Bronzeville Program. The narrative should include:
- i. Description of administrative and clinical staff, qualifications and salaries;
 - ii. Description of anticipated Bronzeville Program costs;
 - iii. Respondent's proposed Budget should be built around the Governing Commission's Referendum Funding projections and should not take into account Program Funding, including payments from patients and payors for Treatment Services, and grant funding and direct contributions. While the Governing Commission anticipates that the Respondent may develop future Program Funding, Respondent should not include such Program Funding in its budget and narrative.

- j. Required Documentation (no page limit).
- i. If Respondent is exempt from Federal income tax, please provide a copy of your Internal Revenue Service 501(c)(3) tax exempt determination letter.
 - ii. Please provide a copy of Respondent's Articles of Incorporation or Organization and Bylaws or Operating Agreement.
 - iii. Please identify each member of Respondent's Board of Directors and each member's economic interests to help the Commission identify any potential conflicts of interest.
 - iv. Please provide a copy of Respondent's most recent financial statements.
 - v. Please provide Respondent's Conflict of Interest Policy.

XI. General Conditions

- a. Questions and Requests for Clarification of the RFP. The Commission will attempt to respond only to written requests from Respondents regarding questions and requests for clarification relating to this RFP or the Bronzeville Program. The Commission will only accept questions and requests for clarification that are submitted in writing to info@bronzevillementalhealth.org. The Commission or its designee will in its sole discretion publish responses and clarifications only to info@bronzevillementalhealth.org.
- b. Restrictions on Communication. Respondent-initiated oral or written communications about this RFP or the Bronzeville Program with individual members of the Commission is strictly prohibited and may result in a Respondent being disqualified from consideration.
- c. Reservation of Rights. The Commission reserves the right to withdraw this RFP, to reject any or all proposals submitted, and to waive any immaterial deviation, defect, or irregularity, whenever it would be in the Bronzeville Program's best interest to do so. Waiver of an immaterial deviation shall in no way modify this RFP or excuse a Respondent from full compliance with all RFP requirements. The Commission reserves the right to seek damages from Respondents whose proposals contain false or misleading information and/or statements. Issuance of the RFP creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal.
- d. Illinois Freedom of Information Act. Proposals submitted in response to this RFP may be subject to disclosure under the Illinois Freedom of Information Act (5 ILCS 140) ("**Illinois FOIA**"). Certain trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, may be exempt from disclosure under Illinois FOIA (5 ILCS 140/7(g)). Each Respondent should clearly identify in its proposal any trade secrets and commercial or financial information as proprietary, privileged or confidential and that disclosure would cause competitive harm to the person or business in order to potentially be eligible for the 5 ICLS 140/7(g) exemption from disclosure. Even as marked, the Commission does not guarantee that proprietary information contained in Respondent's proposal will qualify as exempt from disclosure under Illinois FOIA. All proposal information will be maintained by the Commission in accordance with the Commission's

records management policy. Proposal information that does not qualify as exempt is subject to disclosure under Illinois FOIA.

- e. Equal Opportunity. The Commission does not discriminate on the basis of any characteristic protected by law. It is the Bronzeville Program's intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

**Bronzeville Expanded Mental Health Services Program
Governing Commission
Proposal Review Checklist**

Organization _____

Address _____

Phone: _____

Contact _____

Proposal: (Check each completed item)

- a. **Required Formatting**
- b. **Title Page and Table of Contents**
- c. **Proposal Summary**
- d. **Supplemental Community Mental Health Needs Assessment Analysis**
- e. **Programs and Services Proposal**
- f. **Community Partnership and Development**
- g. **Trauma-Informed Community Service Provider**
- h. **Consumer and Peer Involvement**
- i. **Evaluation of Services**
- j. **Draft Operating Budget and Narrative**

Required Documentation:

IRS 501(c)(3) letter (if applicable)

Copy of Articles of Incorporation or Organization and Bylaws or Operating Agreement

List of Board of Directors (including employment)

Copy of most recent financial statements and/or audited report

Conflict of Interest Policy

EXHIBIT A

COMMUNITY EXPANDED MENTAL HEALTH SERVICES ACT (as of July 31, 2025)

(405 ILCS 22/1)

Sec. 1. Short title. This Act may be cited as the Community Expanded Mental Health Services Act.
(Source: P.A. 96-1548, eff. 1-1-12.)

(405 ILCS 22/5)

Sec. 5. Purpose. The purpose of an Expanded Mental Health Services Program and Governing Commission created under the provisions of this Act by the voters of a territory within a municipality with a population of more than 1,000,000 shall be to expand the availability of mental health services to an additional population of mentally ill residents, in keeping with the model of community-based mental health care instituted by the 1963 federal Community Mental Health Centers Act. The Program is intended to expand and extend mental health services to mentally ill residents who need the assistance of their communities in overcoming or coping with mental or emotional disorders, with a special focus on early intervention and prevention of such disorders. The Expanded Mental Health Services Program may also assist the severely mentally ill, but shall not replace existing services currently mandated by law for the severely mentally ill.
(Source: P.A. 96-1548, eff. 1-1-12.)

(405 ILCS 22/10)

Sec. 10. Definitions. As used in this Act:

“Clinical psychologist” means a psychologist who is licensed by the Illinois Department of Financial and Professional Regulation and who: (i) has a doctoral degree from a regionally accredited university, college, or professional school, and has 2 years of supervised experience in health services of which at least one year is postdoctoral and one year is in an organized health service program; or (ii) has a graduate degree in psychology from a regionally accredited university or college, and has not less than 6 years of experience as a psychologist with at least 2 years of supervised experience in health services.

“Clinical social worker” means a person who is licensed as a clinical social worker by the Illinois Department of Financial and Professional Regulation and who: (i) has a master’s or doctoral degree in social work from an accredited graduate school of social work; and (ii) has at least 2 years of supervised post-master’s clinical social work practice which shall include the provision of mental health services for the evaluation, treatment and prevention of mental and emotional disorders.

“Community organization” means a not for profit organization which has been registered with this State for at least 5 years as a not for profit organization, which qualifies for tax exempt status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as now or hereafter amended, which continuously maintains an office or business location within the territory of an Expanded Mental Health Services Program together with a current listed telephone number, or a majority of whose members reside within the territory of an Expanded Mental Health Services Program.

“Eligible person” means any person living within a described territory who suffers from, or is at risk of suffering from, a mental illness and such a person’s immediate family (including a spouse, child, and parent). Each eligible person may receive described services within a territory, and those services shall be free of charge after the person has exhausted all available payment subsidies, including but not limited to Medicare, Medicaid, and private insurance.

“Governing Commission” means the governing body of an Expanded Mental Health Services Program created under this Act.

“Mental illness” means a mental or emotional disorder that substantially impairs a person’s thought, perception of reality, emotional process, judgment, behavior, or ability to cope with the ordinary demands of

life, but does not include a developmental disability, dementia, or Alzheimer's disease absent psychosis, or an abnormality manifested only by repeated criminal or otherwise antisocial conduct.

"Mental health professionals" include clinical social workers, clinical psychologists, and psychiatrists as defined by this Act.

"Program" means the Expanded Mental Health Services Program governed by a specific Governing Commission.

"Program guidelines" means those policies, rules, regulations, and bylaws established from time to time by the Governing Commission to explain, clarify, or modify the Program in order to fulfill its goals and objectives.

"Psychiatrist" means a physician who has successfully completed a residency program in psychiatry accredited by either the Accreditation Council for Graduate Medical Education or the American Osteopathic Association.

"Severe mental illness" means the manifestation of all of the following characteristics: (i) a primary diagnosis of one of the major mental disorders in the current edition of the Diagnostic and Statistical Manual of Mental Disorders listed as follows: schizophrenia disorder; delusional disorder; schizoaffective disorder; bipolar affective disorder; atypical psychosis; major depression, recurrent; (ii) substantial impairment of functioning in at least 2 of the following areas: self-maintenance, social functioning, activities of community living, and work skills; and (iii) presence or expected presence of the disability for at least one year.

A determination of severe mental illness shall be based upon a comprehensive, documented assessment with an evaluation by a licensed clinical psychologist or psychiatrist, and shall not be based solely on behaviors relating to environmental, cultural or economic differences.

"Territory" means a geographically contiguous area with a population of 75,000 to 250,000 based on the most recent decennial census.

"Treatment" means an effort to accomplish an improvement in the mental condition or related behavior of a recipient. "Treatment" includes, but is not limited to, examination, diagnosis, evaluation, care, training, psychotherapy, pharmaceuticals, outpatient services, and other services provided for recipients by mental health facilities. (Source: P.A. 96-1548, eff. 1-1-12.)

(405 ILCS 22/15)

Sec. 15. Creation of Expanded Mental Health Services Program and Governing Commission.

(a) Whenever in a municipality with more than 1,000,000 inhabitants, the question of creating an Expanded Mental Health Services Program within a contiguous territory included entirely within the municipality is initiated by resolution or ordinance of the corporate authorities of the municipality or by a petition signed by not less than 8% of the total votes cast for candidates for Governor in the preceding gubernatorial election by registered voters of the territory, the registered voters of which are eligible to sign the petition, it shall be the duty of the election authority having jurisdiction over such municipality to submit the question of creating an Expanded Mental Health Services Program to the electors of the territory at the regular election specified in the resolution, ordinance, or petition initiating the question. A petition initiating a question described in this Section shall be filed with the election authority having jurisdiction over the municipality. The petition shall be filed and objections thereto shall be made in the manner provided in the general election law. A resolution, ordinance, or petition initiating a question described in this Section shall specify the election at which the question is to be submitted. The referendum on such question shall be held in accordance with general election law. Such question, and the resolution, ordinance, or petition initiating the question, shall include a description of the territory, the name of the proposed Expanded Mental Health Services Program, and the maximum rate at which the Expanded Mental Health Services Program shall be able to levy a property tax. The question shall be in substantially the following form: Shall there be established, to serve the territory commonly described on this ballot or notice of this question, a (fill in community name) Expanded Mental Health Services Program, to provide direct free mental health services for any resident of the territory who needs assistance in overcoming or coping with mental or emotional

disorders, where such program will be funded through an increase of not more than (fill in tax rate from .025% to .044%) of the equalized assessed valuation of all properties within the boundaries of the territory?

All of that area within the geographic boundaries of the territory described in such question shall be included in the Program, and no area outside the geographic boundaries of the territory described in such question shall be included in the Program. If the election authority determines that the description cannot be included within the space limitations of the ballot, the election authority shall prepare large printed copies of a notice of the question, which shall be prominently displayed in the polling place of each precinct in which the question is to be submitted.

(b) Whenever a majority of the voters on such public question approve the creation of an Expanded Mental Health Services Program as certified by the proper election authorities, within 90 days of the passage of the referendum the Governor shall appoint 5 members and the Mayor of the municipality shall appoint 4 members, to be known as commissioners, to serve as the governing body of the Expanded Mental Health Services Program.

(c) Of the 5 commissioners appointed by the Governor, the Governor shall choose 4 commissioners from a list of nominees supplied by a community organization or community organizations as defined in this Act; these 4 commissioners shall reside in the territory of the Program. Of the commissioners appointed by the Governor, one shall be a mental health professional and one shall be a mental health consumer residing in the territory of the Program.

(d) Of the 4 commissioners appointed by the Mayor of the municipality, the Mayor shall choose 3 commissioners from a list of nominees supplied by a community organization or community organizations as defined in this Act; these 3 commissioners shall reside in the territory of the Program. Of the commissioners appointed by the Mayor, one shall be a mental health professional and one shall be a mental health consumer residing in the territory of the Program.

(e) A community organization may recommend up to 10 individuals to the Governor and up to 10 individuals to the Mayor to serve on the Governing Commission.

(f) No fewer than 7 commissioners serving at one time shall reside within the territory of the Program.

(g) Upon creation of a Governing Commission, the terms of the initial commissioners shall be as follows:

(i) of the Governor's initial appointments, 2 shall be for 3 years, one for 2 years, and 2 for one year; and (ii) of the Mayor's initial appointments, one shall be for 3 years, 2 for 2 years, and one for one year. All succeeding terms shall be for 3 years, or until a successor is appointed and qualified. Commissioners shall serve without compensation except for reimbursement for reasonable expenses incurred in the performance of duties as a commissioner. A vacancy in the office of a member of a Governing Commission shall be filled in like manner as an original appointment.

(h) Any member of the Governing Commission may be removed by a majority vote of all other commissioners for absenteeism, neglect of duty, misconduct or malfeasance in the office, after being given a written statement of the charges and an opportunity to be heard thereon.

(i) All proceedings and meetings of the Governing Commission shall be conducted in accordance with the provisions of the Open Meetings Act.

(Source: P.A. 98-630, eff. 5-29-14.)

(405 ILCS 22/20)

Sec. 20. Duties and functions of Governing Commission. The duties and functions of the Governing Commission of an Expanded Mental Health Services Program shall include the following:

(1) To, immediately after appointment, meet and organize, by the election of one of its number as president and one as secretary and such other officers as it may deem necessary. It shall establish policies, rules, regulations, bylaws, and procedures for both the Governing Commission and the Program concerning the rendition or operation of services and facilities which it directs, supervises, or funds, not inconsistent with the provisions of this Act. No policies, rules, regulations, or bylaws shall be adopted by the Governing Commission without prior notice to the residents of the territory of a Program and an opportunity for such residents to be heard.

(2) To hold meetings at least quarterly, and to hold special meetings upon a written request signed by at least 2 commissioners and filed with the secretary of the Governing Commission.

(3) To provide annual status reports on the Program to the Governor, the Mayor of the municipality, and the voters of the territory within 120 days after the end of the fiscal year, such report to show the condition of the expanded mental health services fund for that year, the sums of money received from all sources, how all monies have been expended and for what purposes, how the Program has conformed with the mental health needs assessment conducted in the territory, and such other statistics and Program information in regard to the work of the Governing Commission as it may deem of general interest.

(4) To manage, administer, and invest the financial resources contained in the expanded mental health services fund.

(5) To employ necessary personnel, acquire necessary office space, enter into contractual relationships, and disburse funds in accordance with the provisions of this Act. In this regard, to the extent the Governing Commission chooses to retain the services of another public or private agency with respect to the provision of expanded mental health services under this Act, such selection shall be based upon receipt of a comprehensive plan addressing the following factors: the conducting of a thorough mental health needs assessment for the territory; the development of specific mental health programs and services tailored to this assessment; and the percentage of the proposed budget devoted to responding to these demonstrated needs. Within 14 days of the selection of any individual or organization, the Governing Commission shall provide a written report of its decision, with specific reference to the factors used in reaching its decision, to the Mayor of the municipality, the Governor, and the voters of the territory. Subsequent decisions by the Governing Commission to retain or terminate the services of a provider shall be based upon the provider's success in achieving its stated goals, especially with regards to servicing the maximum number of residents of the territory identified as needing mental health services in the initial needs assessment and subsequent updates to it.

(6) To disburse the funds collected annually from tax revenue in such a way that no less than 85% of those funds are expended on direct mental and emotional health services provided by licensed mental health professionals or by mental health interns or persons with a bachelor's degree in social work supervised by those professionals.

(7) To establish criteria and standards necessary for hiring the licensed mental health professionals to be employed to provide the direct services of the Program.

(8) To identify the mental and emotional health needs within the Program territory and determine the programs for meeting those needs annually as well as the eligible persons whom the Program may serve.

(9) To obtain errors and omissions insurance for all commissioners in an amount of no less than \$1,000,000.

(10) To perform such other functions in connection with the Program and the expanded mental health services fund as required under this Act.

(Source: P.A. 96-1548, eff. 1-1-12; 97-813, eff. 7-13-12.)

(405 ILCS 22/25)

Sec. 25. Expanded mental health services fund.

(a) The Governing Commission shall maintain the expanded mental health services fund for the purposes of paying the costs of administering the Program and carrying out its duties under this Act, subject to the limitations and procedures set forth in this Act.

(b) The expanded mental health services fund shall be raised by means of an annual tax levied on each property within the territory of the Program. The rate of this tax may be changed from year to year by majority vote of the Governing Commission but in no case shall it exceed the ceiling rate established by the voters in the territory of the Program in the binding referendum to approve the creation of the Expanded Mental Health Services Program. The ceiling rate must be set within the range of .025% to .044% of the equalized assessed

valuation of all properties in the territory of the Program. A higher ceiling rate for a territory may be established within that range only by the voters in a binding referendum from time to time to be held in a manner as set forth in this legislation. The commissioners shall cause the amount to be raised by taxation in each year to be certified to the county clerk in the manner provided by law, and any tax so levied and certified shall be collected and enforced in the same manner and by the same officers as those taxes for the purposes of the county and city within which the territory of the Governing Commission is located. Any such tax, when collected, shall be paid over to the proper officer of the Governing Commission who is authorized to receive and receipt for such tax. The Governing Commission may issue tax anticipation warrants against the taxes to be assessed for a calendar year.

(c) The moneys deposited in the expanded mental health services fund shall, as nearly as practicable, be fully and continuously invested or reinvested by the Governing Commission in investment obligations which shall be in such amounts, and shall mature at such times, that the maturity or date of redemption at the option of the holder of such investment obligations shall coincide, as nearly as practicable, with the times at which monies will be required for the purposes of the Program. For the purposes of this Section, "investment obligation" means direct general municipal, state, or federal obligations which at the time are legal investments under the laws of this State and the payment of principal of and interest on which are unconditionally guaranteed by the governing body issuing them.

(d) The fund shall be used solely and exclusively for the purpose of providing expanded mental health services and no more than 15% of the annual levy may be used for reasonable salaries, expenses, bills, and fees incurred in administering the Program.

(e) The fund shall be maintained, invested, and expended exclusively by the Governing Commission of the Program for whose purposes it was created. Under no circumstances shall the fund be used by any person or persons, governmental body, or public or private agency or concern other than the Governing Commission of the Program for whose purposes it was created. Under no circumstances shall the fund be commingled with other funds or investments.

(f) No commissioner or family member of a commissioner, or employee or family member of an employee, may receive any financial benefit, either directly or indirectly, from the fund. Nothing in this subsection shall be construed to prohibit payment of expenses to a commissioner in accordance with subsection (g) of Section 15.

(g) Annually, the Governing Commission shall prepare for informational purposes in the appropriations process: (1) an annual budget showing the estimated receipts and intended disbursements pursuant to this Act for the fiscal year immediately following the date the budget is submitted, which date must be at least 30 days prior to the start of the fiscal year; and (2) an independent financial audit of the fund and the management of the Program detailing the income received and disbursements made pursuant to this Act during the fiscal year just preceding the date the annual report is submitted, which date must be within 90 days of the close of that fiscal year. These reports shall be made available to the public through any office of the Governing Commission or a public facility such as a local public library located within the territory of the Program. In addition, and in an effort to increase transparency of public programming, the Governing Commission shall effectively create and operate a publicly accessible website, which shall publish results of all audits for a period of no less than six months after the initial disclosure of the results and findings of each audit.

(h) Any expanded Mental Health Services Program existing on the effective date of this amendatory Act of the 98th General Assembly and created before December 31, 2012 by majority voter support on a binding referendum shall be authorized to levy for the 2013 levy year at the minimum tax rate of .025% of the equalized assessed valuation of all properties within its territory. (Source: P.A. 97-813, eff. 7-13-12; 98-630, eff. 5-29-14.)

(405 ILCS 22/30)

Sec. 30. Termination of a Program. An Expanded Mental Health Services Program may be terminated only by the submission of and approval of the issue in the form of a public question before the voters of the territory of the Program at a regularly scheduled election in the same manner as the question of the creation

of the Program, as set forth in Section 15 of this Act. If a majority of the voters voting upon the question approve the termination of the Expanded Mental Health Services Program, as certified by the proper election authorities, the Program shall conclude its business and cease operations within one year of the date on which the election containing the public question was held.

(Source: P.A. 96-1548, eff. 1-1-12.)

(405 ILCS 22/35)

Sec. 35. Immunity and indemnification. No commissioner, officer, or employee, whether on salary, wage, or voluntary basis, shall be personally liable and no cause of action may be brought for damages resulting from the exercise of judgment or discretion in connection with the performance of Program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

A Program shall indemnify each commissioner, officer, and employee, except for the mental health professionals who will be expected to maintain malpractice insurance appropriate to their professional positions, whether on salary, wage, or voluntary basis against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities incurred by, imposed upon, or suffered by such individual in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of Program duties. Any settlement of any claim must be made with prior approval of the Governing Commission in order for indemnification, as provided in this Section, to be available.

The immunity and indemnification provided by a Program under this Section shall not cover any acts or omissions which involve willful or wanton conduct, breach of good faith, intentional misconduct, knowing violation of the law, or for any transaction from which such individual derives an improper personal benefit.

(Source: P.A. 96-1548, eff. 1-1-12.)

(405 ILCS 22/40)

Sec. 40. Legal actions. No lawsuit or any other type of legal action brought under the terms of this Act shall be sustainable in a court of law or equity unless all conditions, stipulations, and provisions of the Program have been complied with, and unless the suit is brought within 12 months after the event which is the subject of the legal action. (Source: P.A. 96-1548, eff. 1-1-12.)

(405 ILCS 22/45)

Sec. 45. Penalty. Any person violating the provisions of this Act or any procedure, regulation, or bylaw of a Governing Commission and Program created under the provisions of this Act shall, in addition to all other remedies provided by law, be guilty of a petty offense and shall be fined not more than \$1,000 for each offense.

(Source: P.A. 96-1548, eff. 1-1-12.)

(405 ILCS 22/50)

Sec. 50. Home rule. The authority or duty to establish or prohibit the establishment of Expanded Mental Health Services Programs in any municipality with more than 1,000,000 inhabitants, including home rule units, and the determination of the terms of such Programs are declared to be exclusive powers and functions of the State which may not be exercised concurrently by any such municipality. No municipality with more than 1,000,000 inhabitants, including home rule units, shall establish or maintain an Expanded Mental Health Services Program other than as provided in this Act, and any such municipality shall affirmatively establish and maintain an Expanded Mental Health Services Program when required to do so pursuant to this Act. This Section is a denial and limitation of home rule powers and functions under subsection (h) of Section 6 of Article VII of the Illinois Constitution. (Source: P.A. 96-1548, eff. 1-1-12 .)

EXHIBIT B

COMMUNITY EXPANDED MENTAL HEALTH SERVICES PROGRAM CENTER ADMINISTRATIVE SERVICES AGREEMENT For the Bronzeville Expanded Mental Health Services Program

This Community Expanded Mental Health Services Program Center Administrative Services Agreement (this “**Agreement**”) is entered into as of _____, 2025 (the “**Effective Date**”), by and between the Bronzeville Expanded Mental Health Services Program Governing Commission (the “**Commission**”), a public Commission created under the Community Expanded Mental Health Services Act (405 ILCS §§ 22/1-50) (the “**Act**”), and _____, a _____ (the “**Administrator**”). The Commission and Administrator may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, On November 3, 2020, voters in the Bronzeville community approved the necessary binding referendum (the “**Referendum**”) to create the Bronzeville Expanded Mental Health Services Program (the “**Bronzeville Program**”);

WHEREAS, the Commission is the governing body of the Bronzeville Program authorized pursuant to the Act to furnish Treatment (as defined in the Act) to Eligible Persons (as defined in the Act) within the Territory defined by the Referendum (the “**Program Service Area**”) and illustrated on the map attached to this Agreement as **Exhibit A**;

WHEREAS, the objective of the Bronzeville Program, as defined in the Act, “shall be to expand the availability of mental health services to an additional population of residents who may suffer from mental illness, in keeping with the model of community-based mental health care instituted by the 1963 federal Community Mental Health Centers Act. The Program is intended to expand and extend mental health services to residents with mental illness who need the assistance of their communities in overcoming or coping with mental or emotional disorders, with a special focus on early intervention and prevention of such disorders. The Expanded Mental Health Services Program may also assist the severely mentally ill, but shall not replace existing services currently mandated by law for the severely mentally ill” (405 ILCS 22/5);

WHEREAS, on August 1, 2025, the Commission issued a Request for Proposals (the “**RFP**”) for (1) administrative services to manage and oversee the mental health Treatment services authorized pursuant to the Act (the “**Treatment Services**”) furnished at the Program Center (defined below) for Eligible Persons in the Program Service Area, and (2) development services to continually update the Program Needs Assessment, and recommend and implement new and expanded mental health services and programs approved by the Commission to address community mental health services needs identified in the Needs Assessment (the “**Development Services**”);

WHEREAS, the Commission received ____ proposals in response to the RFP, including the proposal from the Administrator (the “**Administrator Proposal**”), and after reviewing the proposals selected the Administrator to furnish the Treatment Services and the Development Services (collectively, the “**Contracted Services**”) for the Bronzeville Program pursuant to this Agreement, the Administrator Proposal, Program Guidelines and the Act; and

WHEREAS, according to the Administrator Proposal, Administrator is qualified by education, training and experience to furnish the Contracted Services and Administrator desires to be engaged by the Commission to furnish the Contracted Services in accordance with this Agreement, the Administrator Proposal, Program Guidelines and the Act.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, and other good and valuable consideration the sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Contracted Services.

A. Provision of Contracted Services. Administrator will furnish the Contracted Services in accordance with applicable laws, will ensure the Treatment Services conform to the applicable standard of care for clinical services and the Program Guidelines (as defined in the Act) provided by the Commission in writing to Administrator from time to time. Treatment Services will be furnished in locations provided by the Commission in the Program Service Area (each a “**Program Center**”). In particular, Administrator will:

- i. Maintain exclusive management and oversight of all aspects of Program Center operations and the provision of direct Treatment Services in accordance with the Act and Program Guidelines as updated by the Commission from time to time without day-to-day involvement of or direction of the Commission.
- ii. Handle all Medicare and Medicaid provider and other credentialing matters and all claims preparation, submission and follow up; ensure clinicians at all times maintain and remain qualified to perform services at the Program Center.
- iii. Provide clinical and administrative staffing to perform the Treatment Services and the Development Services, including all recruitment, engagement, training, supervision, performance evaluation, discipline, termination, and payroll and benefits administration.
- iv. Perform all Program Center systems and supplies acquisition, implementation, management, updating and replacement.
- v. Ensure robust clinical records are maintained in the Program Center EHR and perform regular chart audits to confirm compliance. The Program Center Administrator will ensure the Program Center maintains custody and control of Program Center, including in the event of transition to a new Program Center Administrator.
- vi. Promote the Program Center’s services in the Program Services Area in an effort to raise awareness of the Program Center’s services, benefits and needs.
- vii. Continuously monitor and measure Program Center benchmarks relating to patient, provider and staff satisfaction and Program Center customer service; monitor and measure the public reputation of the Program Center and the Administrator’s effectiveness in reaching and serving through the Program Center diverse populations and age groups; monitor and measure other Program Center performance data as requested by the Commission from time to time.

- viii. Annually design, propose, plan and execute Commission fundraising events to benefit the Program Center.
- ix. Prepare and maintain up-to-date financials relating to Program Center revenue and expenditures.
- x. Cooperate with the Commission to ensure that 100% of Program Funding, including Medicaid reimbursement, is invested and reinvested to provide direct treatment services to Eligible Persons in the Program Service Area.
- xi. Deliver regular reports to the Commission regarding Program Center performance and plans for improvement.

B. Organizational Status. Administrator represents to the Commission as of the Effective Date and warrants to the Commission for the term of this Agreement that Administrator is authorized to engage in the provision of the Contracted Services in the City of Chicago.

C. Operational Policies and Procedures (405 ILCS 22/10). Administrator will establish, maintain and comply with operational policies and procedures necessary to ensure that the Contracted Services, including Treatment Services and Program Center operation, comply with this Agreement and the Act (“**Administrator Policies**”). To the extent there is a conflict between Administrator Policies and the Program Guidelines, Administrator will comply with Program Guidelines. Administrator will furnish to the Commission, upon request, evidence that the individuals Administrator assigns to perform Contracted Services, including Treatment Services, meet Administrator Policies and Program Guidelines. The Commission may modify Program Guidelines, including safety, background check, and drug and alcohol policies, from time to time during the term of this Agreement with notice to Administrator.

D. Community Engagement. Administrator will actively seek out and access opportunities to engage with Eligible Persons in the Program Service Area, including by fostering relationships with schools and community groups and organizations. Administrator should seek to identify and address actual or perceived barriers for Eligible Persons to access the Program Center and Treatment Services, including language, transportation and cultural barriers.

E. Conflict of Interest. Administrator shall inform the Commission of any arrangement that presents a conflict of interest or materially interferes with Administrator’s performance of its duties under this Agreement. In the event Administrator pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Administrator’s performance under this Agreement, the Commission may exercise the rights and privileges under Section 8(C).

2. **Program Center.**

A. Facility Management and Security.

- i. The Commission will maintain and pay for metered utilities for the Program Center, including electricity, water, gas, and Internet connectivity. Administrator will select and monitor service providers to furnish custodial services, snow removal, and landscaping for the Program Center.

- ii. Administrator will be responsible for operating the Program Center in compliance with all local, Illinois and Federal requirements, including, but not limited to, accessibility and Medicaid standards, and will coordinate with the Commission to ensure that Program Center design, layout, and the “look and feel” of the Program Center are acceptable to the Commission. Administrator will provide or arrange for such personnel, materials and technology necessary to provide for a safe and secure environment within and on the grounds of the Program Center to encourage confidence and trust among Administrator Representatives (defined below) and Eligible Persons who seek treatment at the Program Center. The Commission will promptly reimburse Administrator for the cost of such personnel, materials and technology to the extent they are Pre-Approved Costs arising from or in connection with the Program Center

B. Furnishings, Equipment, and Systems. Administrator will provide or arrange for the provision of all furnishings, equipment and systems acceptable to the Commission that are necessary to:

- i. operate the Program Center safely and effectively;
- ii. furnish exceptionally high-quality Treatment Services; and
- iii. create an environment that is inclusive and welcoming to Eligible Persons and that encourages Eligible Persons of all backgrounds and walks of life to access Treatment Services at the Program Center.

C. Signage and Communication. Administrator will operate the Program Center and furnish Treatment Services solely on behalf of and in the name of the Bronzeville Program. Administrator will not use and will not permit any Administrator employee or contractor to use any signage, brochure, business cards, or any other printed or electronic communication or materials (collectively, “**Program Center Signage**”) that references or associates any other branding, name, symbol or mark with the Program Center or the Treatment Services. Administrator will ensure that all Program Center Signage identifies that the Program Center is operated solely on behalf of the Bronzeville Program for the benefit of Eligible Persons and that all Treatment Services are available exclusively in the name of the Bronzeville Program for the benefit of Eligible Persons.

3. Treatment Services.

A. Treatment Services (405 ILCS 22/10).

- i. Beginning on the mutually agreed-upon start date for Program Center operations, anticipated to occur on or about _____, 2026 (the “**Go-Live Date**”), Administrator will furnish Treatment Services to Eligible Persons in accordance with this Agreement, the Act and Program Guidelines.
- ii. Administrator will develop, maintain and update specific programs and services to meet the evolving needs of Eligible Persons as identified in the Community Mental Health Needs Assessment, as revised. Administrator will promptly consider Commission comments and recommendations for the scope of treatment options that may be offered to Eligible Persons at the Program Center (405 ILCS 22/10 and 22/20(5)).

- iii. Administrator should utilize a variety of mental health services and treatment options consistent with the Act to address evolving community needs. The scope of such services, as described in the Act, may “include, but is not limited to, examination, diagnosis, evaluation, care, training, psychotherapy, pharmaceuticals, outpatient services, and other services provided for recipients by mental health facilities.”
 - iv. Administrator is expected to actively tailor with input from the Commission exceptionally high-quality Treatment Services available at the Program Center to the evolving needs of Eligible Persons without regard to traditional mental health services models.
 - v. Administrator may consider furnishing Treatment Services at additional sites in the Program Service Area as needed to meet mental health needs of Eligible Persons. Administrator may promote the Program Center as a community gathering spot for mental health workshops and education nights, as a safe space for meetings with youth and other groups needing services, and as a neutral site for furthering collaboration with other mental health providers and other agencies and community organizations serving the Program Service Area.
- B. Access to Treatment Services (405 ILCS 22/10).** Administrator will make Treatment Services available to Eligible Persons regardless of payor status or ability to pay, race, religion, age, gender, disability or other classification protected by applicable Federal or Illinois laws. In accordance with the Act and Program Guidelines, Administrator will assist each Eligible Person to identify available subsidies to pay for Treatment Services and will furnish Treatment Services to Eligible Persons without charge in the event that the Eligible Person has exhausted all available subsidies, including but not limited to, Medicare, Medicaid, and private insurance.
- C. Payor Programs.** Administrator will and will ensure that Administrator Representatives as applicable are authorized to participate in Medicare, Medicaid, including the Illinois Rule 132 or successor program, and other applicable government and private health care payor and benefit programs.

4. Administrator Assessments and Reports.

- A. Community Mental Health Needs Assessment Analysis (405 ILCS 22/20(5)).**
- i. Administrator shall continually monitor the mental health needs of Eligible Persons in the aggregate and update the Community Mental Health Needs Assessment analysis included with the Administrator Proposal to address the evolving mental health needs of Eligible Persons in the Program Service Area. Administrator shall specifically focus its assessment and assessment updates on the mental health needs of individuals not deemed severely mentally ill and thus ineligible for care at existing public centers.
 - ii. Administrator shall deliver to the Commission by January 31 of each year during the term of this Agreement and upon expiration of this Agreement pursuant to its terms an updated Mental Health Needs Assessment analysis that reflects an updated assessment and offers plans to address the evolving mental health needs of Eligible Persons identified by Administrator with input from the Commission during the

prior calendar year. Each such Mental Health Needs Assessment analysis update will include such statistics and Program information that the Commission may request to improve the Bronzeville Program for the benefit of Eligible Persons.

B. Annual Report (405 ILCS 22/20(3)).

- i. The Act requires the Commission to provide an Annual Status Report on the Program to the Governor, Mayor and Community on or before May 1 each year. Administrator will prepare and deliver to the Commission an initial draft of the Annual Report acceptable to the Commission on or before each January 31 during the term of this Agreement and upon expiration of this Agreement pursuant to its terms. Administrator will address the following items in detail in each draft of the Annual Report:
 - a. identify and an accounting of all Referendum Funding and Program Funding (defined in Section 6(B)) received by Administrator;
 - b. an accounting of Administrator's expenditures arising from or in connection with the Contracted Services, the Program Center and the Treatment Services;
 - c. a description of Administrator's progress on tailoring Treatment Services to and addressing the evolving needs of Eligible Persons as identified in the Community Mental Health Needs Assessment, as revised; and
 - d. Other items requested by the Commission in writing from time to time.
- ii. The Commission may issue comments on the draft Annual Report to Administrator within thirty (30) calendar days following receipt of the draft Annual Report. Administrator will promptly update the draft Annual Report to incorporate Commission comments and return an updated draft to the Commission on or before the immediately following March 15.

C. Other Reports. Administrator shall promptly provide other reports and information requested by the Commission in a form and format acceptable to the Commission regarding the Bronzeville Program and Administrator's performance of the Contracted Services.

D. Quality Assurance Reviews. To the extent permitted by applicable laws, Administrator will and will require Administrator Representatives to furnish to the Commission all information, records and other documents related to the Treatment Services which the Commission may reasonably request in furtherance of its quality assurance, utilization review, risk management, and any other plans and/or programs adopted by the Commission to assess and improve the quality and efficiency of the Bronzeville Program. As reasonably requested by the Commission, Administrator and Administrator Representatives will participate in one or more of such plans and/or programs.

E. Patient Satisfaction. Administrator will and will ensure that Administrator Representatives seek to achieve a high level of satisfaction on the part of Eligible Persons who participate in Treatment Services and will facilitate the Commission's efforts to measure satisfaction levels from time to time.

F. Record Retention. Administrator will maintain in a secure environment for at least four (4) years and promptly make available to the Commission information and documents used to

prepare and support each assessment and report delivered to the Commission in connection with the Administrator Proposal or the Contracted Services.

5. **Administrative and Clinical Staffing.**

- A. **Administrator Representatives.** Administrator will timely engage Administrator Representatives acceptable to the Commission who are eligible pursuant to the terms and conditions of this Agreement to perform Contracted Services. “**Administrator Representatives**” shall mean all of Administrator’s shareholders, officers, directors, partners, members, employees and contractors who furnish Contracted Services, including non-clinical administrative services, Development Services and Treatment Services under this Agreement.
- B. **Qualifications.** Each Administrator Representative who furnishes Treatment Services shall satisfy the following qualifications as a condition of providing Treatment Services under this Agreement:
- i. Masters-level clinicians will furnish Treatment Services only under the supervision of a Clinical Manager and a Program Director each of whom hold a valid license, permit, and/or certification to engage in the practice of his/her profession in the State of Illinois, without any stipulations, limitations or adverse actions;
 - ii. Licensed and unlicensed clinicians will only furnish Treatment Services consistent with the scope of practice under their applicable license, permit, certification or supervision;
 - iii. If applicable, maintain a current DEA registration to prescribe controlled substances in the State of Illinois, without any stipulations, limitations or adverse actions;
 - iv. If applicable, be board certified or board eligible to the extent applicable for the specific specialty of services being furnished hereunder (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements necessary to sit for the Board examination);
 - v. If applicable, maintain a valid physician collaboration agreement or other collaboration arrangement required under applicable laws to provide Treatment Services;
 - vi. If applicable, not be the subject of an adverse action required to be reported to the National Practitioner Data Bank; and
 - vii. Be appropriately trained and experienced in the provision of the Treatment Services.
- C. **Authorization to Work.** Administrator represents to the Commission as of the Effective Date, and warrants to the Commission for the term of this Agreement that Administrator has not and will not employ or contract with any individual to perform services under this Agreement who is not legally authorized to work in that capacity in the United States and in Illinois. Administrator will promptly furnish to the Commission all written documentation necessary to support this representation and warranty.

- D. No Benefit Contributions.** Administrator shall be solely responsible for payroll and benefits administration for Administrator Representatives. Neither the Commission nor the Bronzeville Program has or will have any obligation under this Agreement or otherwise to compensate or pay applicable taxes or fees for, or provide employment or other benefits of any kind (including contributions to government mandated, employment-related benefit programs such as workers' compensation insurance, unemployment insurance and similar programs) to, on behalf of or in connection with, Administrator clinical and/or administrative personnel to the extent not approved by the Commission to furnish Contracted Services.
- E. Notification of Events.** Administrator shall notify the Commission by telephone or email and as provided in Section 12(I) as soon as possible after Administrator exercising reasonable diligence learns of any of the following events:
- i. Any professional license, registration, certification, accreditation, medical staff membership or clinical privileges of any Administrator Representative are denied, suspended, restricted, revoked or voluntarily relinquished;
 - ii. Administrator or any Administrator Representative becomes the subject of any suit, action or other legal proceeding arising out of Administrator's or Administrator Representative's services;
 - iii. Administrator or any Administrator Representative is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
 - iv. Administrator or any Administrator Representative becomes the subject of any disciplinary proceeding or action before any State's licensing board or similar agency responsible for professional standards or behavior;
 - v. Administrator or any Administrator Representative is charged with or convicted of a criminal offense other than minor traffic violations;
 - vi. Administrator fails to maintain professional liability insurance required by this Agreement;
 - vii. Administrator or any Administrator Representative fails to maintain eligibility to participate in Federal and/or State health care programs; or
 - viii. Administrator or any Administrator Representative fails to comply with the terms and conditions of this Agreement.
- F. Compliance with Laws, Standards.** Administrator will and will require each Administrator Representative to perform Treatment Services in accordance with all applicable State and Federal laws and regulations, Program Guidelines, Medicare/Medicaid conditions of participation, 59 Ill. Admin. Code §§ 132 et seq., and the State Department of Health or other equivalent State agency's issued standards.
- G. Licenses and Permits.** Administrator shall assist the Commission in obtaining and maintaining any and all licenses, permits and other authorization, plus achieving accreditation standards, which are dependent upon, or applicable to, in whole or in part, the Treatment Services under this Agreement.

- H. **Equal Opportunity.** Administrator represents and warrants to the Commission that it is Administrator's policy to provide equal opportunity to persons regardless of race, religion, age, gender, disability or other classification within Federal, State and local statutes, regulations or ordinances.

6. **Program Funding; Operating Budget and Administrative Services Fee.**

- A. **Operating Budget.** Annually Administrator will prepare, submit to the Commission and modify as necessary to obtain Commission approval a Program Center Operating Budget that aims to invest and reinvest all Referendum Funding (defined below) and all Program Funding (defined below) to furnish, expand access to and enhance the quality of Treatment Services available to Eligible Persons in the Program Service Area (the "**Operating Budget**"). The Operating Budget will seek to provide in meaningful detail a breakdown and allocation of funding and costs for the Contracted Services and Program Center for the following twelve (12)-month period. The Operating Budget will include an agreed-upon services fee to Administrator for the provision of Contracted Services (the "**Administrative Services Fee**")
- B. **Budget Modifications.** Administrator will prepare and submit to the Commission for approval, together with at least two (2) Bona Fide Bids (defined below), interim funding requests (each a "**Budget Modification**") for Program Center maintenance, repairs, upgrades, staffing changes, purchases of systems and supplies and other unexpected or unforeseen expenditures not included in the Commission-approved Operating Budget.
- i. A "**Bona Fide Bid**" must (a) identify the name and address of the proposed contractor, (b) identify a firm price for the item or service, (c) offer market or better payment and warranty terms, (d) be issued by a contractor that is licensed, insured and otherwise qualified to furnish the item or service at the Program Center, and (e) does not give rise in the Commission's sole discretion to an actual or potential conflict of interest involving Administrator or the Commission.
- ii. The Commission will promptly review and approve or reject with comment proposed Budget Modifications submitted by Administrator. A Budget Modification submitted to the Commission will be deemed approved by the Commission if not accepted or rejected in writing by the Commission within thirty (30) calendar days.
- C. **Administrative Services Fee.** The Commission will pay the Administrative Services Fee identified in the Commission-approved Operating Budget to the Administrator pursuant to an agreed-upon disbursement schedule.
- D. **Obligations of the Commission Contingent on Referendum Funding.** Administrator acknowledges that the Commission's financial obligations provided for in this Agreement are contingent upon and only binding upon the Commission to the extent that adequate funding is received by the Commission under the Referendum ("**Referendum Funding**"). In the event that Referendum Funding is reduced or unavailable at any time for any reason, or the Referendum expires or is terminated, the Commission's financial obligations provided for in this Agreement are null and void to the extent of such reduction or loss of Referendum Funding.

E. Funding Disbursement and Use.

- i. Only to the extent that the Commission receives adequate Referendum Funding, the Commission will issue to Administrator the amount available for Contracted Services pursuant to the Operating Budget in pro-rated installments on or before the first day of each calendar quarter during the term of this Agreement. In the event that the term of this Agreement terminates or expires other than at the end of a calendar quarter, the Referendum Funding installment for the last quarter will be reduced on a pro-rata basis according to the number of days left in the term of this Agreement.
- ii. Except for amounts paid to Administrator hereunder in the form of Administrative Services Fees, Administrator will use 100% of Referendum Funding available to Administrator to furnish Treatment Services to Eligible Persons at the Program Center.
- iii. Administrator will cooperate with the Commission to ensure 100% of collections arising from or in connection with Bronzeville Program Treatment Services will be deposited into the Commission's Program Center operating bank account (the "**Operating Account**") and that all such Program Funding (defined below) will be used exclusively to expand access to and increase the quality of Treatment Service available to Eligible Persons in the Program Service Area.
- iv. Administrator will cooperate with the Commission to ensure 100% of funding from other sources, including payments from patients and government reimbursement programs such as Medicaid, for Treatment Services, and direct contributions in connection with the Bronzeville Program (collectively, "**Program Funding**"), will be deposited into the Operating Account and that all such Program Funding will be used exclusively to expand access to and increase the quality of Treatment Services available to Eligible Persons in the Program Service Area.
- v. Administrator must be able to demonstrate to the Commission that all Referendum Funding and Program Funding is used by Administrator as provided in this Agreement. By way of illustration, Administrator may use Referendum Funding and Program Funding to pay administrative and clinical costs and expenses authorized by the Commission pursuant to the Operating Agreement, as modified, including, but not limited to:
 - a. clinical staff compensation and benefits, equipment and systems;
 - b. office services, payroll and human resources staff compensation and benefits, and equipment and systems;
 - c. preparing, issuing and following up on patient billing and payor claims for reimbursement for Treatment Services;
 - d. facility costs associated with Treatment Services, including insurance premiums, and security services and systems;
 - e. Bronzeville Program community outreach, including marketing and promotion for the Bronzeville Program and the Treatment Services; and

- f. Bronzeville Program fundraising efforts.
 - vi. Administrator will not use Referendum Funding or Program Funding for Administrator costs or expenses incurred for any purpose unrelated to the Bronzeville Program.
- F. Billing.** If needed, Administrator will as soon as possible after the Effective Date coordinate to credential the Program Center to participate in and receive Medicare and Medicaid reimbursement, including Rule 132 reimbursement, and will credential all clinical Administrator Representatives as necessary to qualify the Program Center to receive all available Medicare and Medicaid reimbursement for Treatment Services furnished to Eligible Persons.
- G. Performance Audits.** Upon reasonable request, the Commission or its designee shall have the right to periodically audit Administrator and Administrator Representative performance of the Contracted Services, charges made and payments receiving by Administrator and Administrator Representatives for Treatment Services and otherwise confirm Administrator and Administrator Representative compliance with the terms and conditions of this Agreement (collectively referred to as “**Commission Review**”). Administrator will promptly furnish to the Commission access to information and records reasonably necessary for a Commission Review.

7. Confidentiality.

- A. Definition of Confidential Information.** “**Confidential Information**” means any non-public information concerning the organization, operations, business or finances of the Commission, the Bronzeville Program or Administrator. Confidential Information includes, but is not limited to, policies, protocols and operational functions, trade secrets, information respecting inventions, products and services, designs, methods, know-how, techniques, systems, processes, specifications, blueprints, engineering data, software programs, works of authorship, financial information, pricing information, personnel information, business plans, projects, plans and proposals, patient volumes, market share, marketing plans and methods of doing business. Notwithstanding the foregoing, Confidential Information shall not include information which is now or later made known to the public through no fault of the receiving Party, or is rightfully received by the receiving Party from a third party without breach of any confidentiality obligation. For purposes of this definition, this Agreement shall be considered Confidential Information of the Commission.
- B. Duty of Confidentiality.** In the course of carrying out the activities contemplated by this Agreement, the Parties recognize there may be circumstances where it is necessary or useful to exchange Confidential Information. Each Party agrees to (i) hold each of the other Party’s Confidential Information in strict confidence, (ii) use such Confidential Information only to perform the Party’s duties under this Agreement, (iii) disclose such Confidential Information only to its employees, agents, or advisors with a need to know such Confidential Information and who are placed under express obligations of confidentiality not to use or disclose such Confidential Information for any purpose except as expressly permitted hereunder. Each Party agrees to take reasonable steps to protect each of the other Party’s Confidential Information to ensure that such Confidential Information is not disclosed or used in violation of this Agreement. The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent that the Confidential Information is required to be disclosed by the receiving Party as a matter of law, by order of a court, or to respond to lawsuits, hearings,

investigations or other official proceedings, provided that the receiving Party uses reasonable efforts to provide the disclosing Party with advance notice of such requirement to disclose so that the disclosing Party may seek a protective order.

- C. **Return of Confidential Information.** Within ten (10) business days after the Commission or Administrator receives a written request from the other Party for the return of Confidential Information, all of the requested Confidential Information and all copies thereof in such Party's possession or control shall be returned to the requesting Party or destroyed by such Party at the requesting Party's instruction. The destroying Party shall then certify to the requesting Party that no Confidential Information has been retained by such Party, its employees or agents. If the destroying Party cannot feasibly destroy all Confidential Information under its control, the terms and conditions of this Section will continue to apply to Confidential Information remaining under such Party's control.

8. **Term and Termination.**

- A. **Term.** The term of this Agreement will commence on the Effective Date and will expire at 11:59 p.m. CT two (2) years after the Go-Live Date, unless earlier terminated as provided herein.
- B. **Extension Protocol.** The Commission will notify Administrator on or before the end of the 18th month immediately following the Go-Live Date whether the Commission will agree to extend the term of this Agreement. If the Commission is willing to extend the term, Administrator will cooperate with the Commission in good faith to agree in writing within thirty (30) calendar days after the Commission's decision whether Administrator is willing to extend the term of this Agreement. The Commission's decision whether to extend the term "shall be based upon the provider's success in achieving the Commission's stated goals, especially with regards to servicing the maximum number of residents of the territory identified as needing mental health services in the initial needs assessment and subsequent updates to it" (405 ILCS 22/20(5)).
- C. **Termination for Cause.** Either Party may terminate this Agreement upon thirty (30) calendar days' notice to the other Party of a breach by the other Party of this Agreement that continues uncured at the end of such thirty (30)-day notice period.
- D. **Termination for Convenience.** Either Party may terminate this Agreement without cause upon one hundred eighty (180) calendar days' prior written notice to the other Party.
- E. **Termination in the Event of Insufficient Referendum Funding.** The Commission may terminate this Agreement immediately upon notice to Administrator if in the Commission's sole discretion Referendum Funding is insufficient to continue this Agreement.
- F. **Effect of Termination.** If this Agreement is terminated with or without cause by either Party, Administrator will promptly return to the Commission all Referendum Funding and Program Funding not already expended in accordance with this Agreement.
- G. **Termination Not Exclusive.** The termination provisions of this Agreement shall not be exclusive, but rather shall be in addition to any rights or remedies at law or in equity, or under this Agreement.

- H. **Survival.** This Section and the provisions of Sections 4, 5(D), 6, 7, 8(F), 8(G), 9, 11(A), 11(B) and 12 of this Agreement shall survive the termination or expiration of this Agreement.

9. **Insurance and Indemnification.**

- A. **Professional Liability Insurance.** Administrator will maintain for the Program Center and all clinical Administrator Representatives furnishing Treatment Services at the Program Center professional liability insurance coverage with such insurance companies, issued upon such forms and containing such terms and limitations reasonably acceptable to the Commission. As a minimum, such insurance shall provide coverage in the amount of \$1,000,000 per occurrence per Administrator Representative, \$3,000,000 in the aggregate per Administrator Representative. If such coverage is provided on a claims made basis, such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, Administrator shall purchase or arrange for the purchase of, either an unlimited reporting endorsement (“Tail” Coverage), or “Prior Acts” coverage, from the subsequent insurer, with a retroactive date on or prior to the Go-Live Date. In the event Administrator is unable to obtain the required insurance for or on behalf of Administrator Representatives, Administrator shall require Administrator Representatives to keep and maintain such insurance coverage individually. All such insurance shall be kept and maintained without cost or expense to the Commission. In the event neither Administrator nor Administrator Representatives purchase the required coverage, the Commission, in addition to any other rights it may have under the terms of this Agreement or under law, shall be entitled, but not obligated, to purchase such coverage. The Commission shall be entitled to immediate reimbursement from Administrator or applicable Administrator Representatives for the cost thereof. The Commission may enforce its right of reimbursement through set-off against any sums otherwise payable to Administrator or any Administrator Representative who failed to maintain the required coverage. Administrator shall provide Commission with a certificate or certificates of insurance certifying the existence of all coverages required hereunder. Administrator and Administrator Representatives shall request its or their insurance carriers to provide the Commission with not less than thirty (30) days prior written notice in the event of a change in the professional liability policies of Administrator or Administrator Representatives.
- B. **Other Insurance Coverage.** During the term of this Agreement, Administrator shall maintain or arrange for the following insurance coverage in addition to the insurance coverage required above, and promptly provide evidence of compliance with this Subsection to the Commission upon request:
- i. General Commercial Liability Insurance. General commercial liability insurance coverage with limits of not less than one million U.S. Dollars (\$1,000,000) per occurrence and two million U.S. Dollars (\$2,000,000) annual aggregate for damage or loss arising in connection with this Agreement; and
 - ii. Workers’ Compensation Insurance. Workers’ compensation insurance for Administrator covering any liability required by the workers’ compensation laws of the State of Illinois.
- C. **Indemnification.**
- i. General Liability. Administrator will indemnify, defend and hold harmless the Commission, the Bronzeville Program and each of their respective members,

directors, managers, officers, employees and representatives from and against (a) all third party claims or liability arising out of the failure to comply with the terms and conditions of this Agreement by Administrator or Administrator Representatives, and all injury, loss, claims, or damages arising from the acts or omissions of Administrator or Administrator Representatives; and (b) all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Commission and/or the Bronzeville Program in connection with the defense of such claims.

- ii. Employment-Related Liability. Administrator will indemnify, defend and hold harmless the Commission and the Bronzeville Program and each of their respective members, directors, managers, officers, employees and representatives from and against (a) third party claims or liability for compensation, employment-related taxes and fees, and employee-related benefits of any kind (including contributions to government mandated, employment-related benefit programs such as workers' compensation insurance, unemployment insurance and similar programs), to, or on behalf of, or in connection with, Administrator or Administrator personnel, including Administrative Representatives; and (b) all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Commission and/or the Bronzeville Program in connection with the defense of such claims or liability.
- iii. Authorization to Work. Administrator will indemnify, defend and hold harmless the Commission and the Bronzeville Program and each of their respective members, directors, managers, officers, employees and representatives from and against (a) third party claims or liability arising from or in connection with a breach of Section 5(C) of this Agreement; and (b) all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Commission and/or the Bronzeville Program in connection with the defense of such claims or liability.

10. Compliance.

- A. **Exclusion from Federal Health Care Programs.** Administrator hereby represents and warrants to the Commission that neither it nor any of its owners, directors, officers, employees or representatives, including Administrator Representatives is: (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f) (the “**Federal health care programs**”); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances that may result in being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and Administrator shall notify the Commission within one (1) business day of learning of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give the Commission the right to terminate this Agreement immediately for cause.
- B. **Privacy Compliance.** Administrator will require Administrator Representatives to use and disclose individually identifiable patient health information, including such information developed and used in connection with the Services, only in compliance with the Health Information Technology for Economic and Clinical Health Act of 2009 (the “HITECH Act”), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future regulations promulgated

under the HITECH Act or HIPAA, including without limitation the regulations contained in 45 C.F.R. Parts 160, 162 and 164, as amended.

11. Dispute Resolution; Corrective Action.

- A. Binding Arbitration; Attorneys' Fees.** In the event of any controversy or dispute related to or arising out of this Agreement, the Parties agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversary proceeding. If the controversy or dispute is not resolved to the mutual satisfaction of the Parties within five (5) business days of notice of the controversy or dispute, either Party shall have the option of submitting the controversy or dispute to arbitration, which shall be conducted in Cook County, Illinois. If the controversy or dispute is submitted to arbitration, the Parties shall select the arbitrator within ten (10) calendar days after the Commission notifies Administrator that the controversy or dispute will be submitted to arbitration. If the Parties are unable to agree on an arbitrator, either Party may petition the American Arbitration Association or the American Health Lawyers Association (the "**Arbitration Company**") for the appointment of an arbitrator according to the procedures for such appointment provided under the Arbitration Company's rules for commercial arbitration. The costs of such arbitration (excluding attorneys' fees and each party's costs) shall be shared equally by the Parties. The arbitration shall commence within a reasonable time after the claim, dispute, or the matter in question has arisen, and in no event shall it commence after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matters in question would be barred by the applicable statute of limitations. The arbitration shall be conducted in a summary manner upon written briefs of the Parties if the arbitrator believes that such summary procedure will be adequate to resolve all contested issues fairly. The Parties shall submit their briefs to the arbitrator within fifteen (15) calendar days following selection of the arbitrator. The arbitrator shall not be required to observe or carry out formalities or usual procedures such as pleadings or discovery or the strict rules of evidence. The arbitrator shall decide all matters submitted to him or her within twenty-one (21) calendar days following the arbitrator's receipt of briefs or conclusion of any necessary hearings. The Parties reserve the right to contest the arbitrator's decision and to appeal from any award. No disclosure of the award shall be made by the Parties except as required by the law or as necessary or appropriate to effectuate the terms thereof. To the extent permitted by law, the Parties hereby jointly and severally waive any and all right to trial by jury in any action or proceeding arising out of or relating to this Agreement, or the obligations hereunder. The Parties each represent to the other that this waiver is knowingly, willingly and voluntarily given.
- B. Injunctive Relief.** Notwithstanding the forgoing, the Parties acknowledge that in the event of a breach or threatened breach of Sections 7 or 12(O) of this Agreement, monetary remedies may be inadequate to protect the rights of the Parties hereunder and that, in addition to remedies available under Section 11(A), a Party may pursue injunctive and other equitable relief to protect such rights.
- C. Compliance Deficiency; Corrective Action Plan.** Administrator will promptly report to the Commission and the Commission may report to Administrator any non-compliance or partial compliance with the terms or conditions of this Agreement ("**Compliance Deficiency**"). Such report will identify the nature of the Compliance Deficiency and any known ramifications, and identify any Administrator Representatives, involved in the Compliance Deficiency. Within fourteen (14) calendar days after the Commission notifies

Administrator of a Compliance Deficiency, or Administrator reports a Compliance Deficiency to the Commission, Contractor will deliver to the Commission a detailed plan acceptable to the Commission to resolve the Compliance Deficiency and mitigate reoccurrence (“**Corrective Action Plan**”). Administrator will ensure that each Corrective Action Plan identifies in detail the nature of the root cause of the compliance deficiency, steps to resolve the compliance deficiency and any remedial education, training or procedural changes that will be made to mitigate the likelihood of reoccurrence. Upon Commission approval, Administrator will implement a Corrective Action Plan in accordance with its terms subject to a timeline acceptable to the Commission, but in no event longer than thirty (30) calendar days.

12. Miscellaneous.

- A. Independent Contractor.** This Agreement does not create an employer employee relationship, agency, joint venture, or association between the Parties. The Administrator is an independent contractor of the Commission and each Party shall be solely responsible for its acts and omissions. The employees or agents of one Party shall not be considered the employees or agents of the other.
- B. Interpretation.** The section headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement. As used in this Agreement, unless expressly provided to the contrary, all references to a “Section,” “Subsection” or “Exhibit” or “Attachment” or “Schedule” shall be deemed to refer to a section, subsection, exhibit, attachment or schedule of this Agreement. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa. The words “hereof,” “herein” and “hereunder” and words of similar import referring to this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.”
- C. Force Majeure.** No Party shall be considered in default or breach in the performance of any obligation herein to the extent that the performance of such obligation is prevented or delayed by fire, flood, strike, war, insurrection, embargo, government requirement, civil or military authority or other similar events beyond the reasonable control of that Party. The Parties shall take all reasonable action to minimize the effects of any such event.
- D. Severability.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.
- E. Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.
- F. Entire Agreement.** The Recitals are hereby incorporated into and made a part of this Agreement. This Agreement and all exhibits and attachments hereto constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof, and

supersede all prior proposals, negotiations, conversations, discussions and agreements among the Parties concerning the subject matter hereof and thereof.

- G. Amendment.** No amendment, waiver or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all of the Parties.
- H. Assignment.** No Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties, their permitted successors and/or permitted assigns.
- I. Notices.** All notices, demands or consents required or permitted hereunder shall be delivered in writing to the respective Parties at the addresses set forth below or at such other address as shall have been given to the other Parties in writing for the purposes of this clause. Such notices shall be deemed effective upon the earliest to occur of: (i) actual delivery; or (ii) three (3) business days after mailing by first class mail, postage prepaid, return receipt requested; or (iii) one (1) business day after sending by overnight courier.

If to Commission: Bronzeville Expanded Mental Health Services Program
Governing Commission
708 E. 47th Street
Second Floor
Chicago, Illinois 60654
Attn: Chair, Governing Commission
Telephone: _____
Email: _____

If to Administrator: _____

Attn: _____
Telephone: _____
Email: _____

- J. Limitation on Control.** Neither the Commission nor the Bronzeville Program will have or exercise any control or direction over Administrator or any Administrator Representative's clinical judgment or the methods by which Administrator or any Administrator Representative performs clinical services.
- K. Practice of Medicine.** To the extent applicable under Illinois law, the Parties acknowledge that Commission is neither authorized nor qualified to engage in any activity that may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to Commission in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Commission shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.
- L. Counterparts.** This Agreement may be signed by the Parties in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same

instrument. Any signatures required in this Agreement or written approval required hereunder may be electronic signatures in accordance with law.

- M. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The exclusive forum for all disputes arising between the Parties in connection with this Agreement is in the Federal and State courts for Cook County, Illinois.
- N. Availability of Records.** If this Agreement is deemed to be subject to the requirements of 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the furnishing of services under this Agreement, upon the written request of the Commission, Administrator shall make available to the Secretary of the U.S. Department of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents and records of Administrator that are necessary to certify the nature and extent of any costs incurred by Commission or Administrator in providing services under this Agreement. If Administrator is requested to disclose books, documents or records pursuant to this Subsection for any purpose, Administrator shall notify the Commission of the nature and scope of such request, with a copy of such notice to the Commission, and Administrator shall make available, upon written request of the Commission, all such books, documents or records.
- O. Work Product.** Any deliverables Administrator is required to develop for and to deliver to the Commission or the Bronzeville Program pursuant to this Agreement, herein referred to as “**Work Product**,” shall be deemed to be a “**Work-for-hire**” with the Commission or the Bronzeville Program owning all right, title and interest in such Work Product. To the extent any Work Product is not deemed to be a Work-for-hire, Administrator hereby assigns all and will cause each Administrator Representative to assign all of its/his/her right, title and interest in the Work Product to the Commission or the Bronzeville Program. Administrator warrants that Work Product will not contain any information, material, data, computer code, or any other content that is owned or controlled by any third party except as expressly disclosed to and approved by the Commission in writing. Administrator also warrants that it has the unqualified right to transfer all right, title and interest in the Work Product to the Commission or the Bronzeville Program, and that if any third party rights exist in the Work Product, that it has the right to, and hereby grants to the Commission or the Bronzeville Program a license to use such third party content in the Work Product. Administrator further warrants that the Work Product and the Commission or the Bronzeville Program’s use thereof shall not infringe or violate any patent, trademark, copyright, trade secret, or any other intellectual property right of any third party.

[signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed and approved by an authorized representative of each Party as of the Effective Date.

**BRONZEVILLE EXPANDED MENTAL HEALTH
SERVICES PROGRAM GOVERNING COMMISSION,**
an Illinois governing commission

By: _____
Name: _____
Title: Chair, Governing Commission
Dated: _____

[ADMINISTRATOR]

By: _____
Name: _____
Title: _____
Dated: _____

EXHIBIT C

PROGRAM SERVICE AREA

Bronzeville Expanded Mental Health Services Program Service Area Map



Program Service Area Territory Description:

Beginning at the northwest corner of the territory, where Halsted St. intersects with Van Buren St.; continuing east on the south side of Van Buren St. to S Financial Pl.; continuing south on the west side of Financial Pl. to Harrison St.; continuing west on the north side Harrison St. to the Chicago River; continuing south along the west side of the Chicago River to Roosevelt Rd.; continuing east on the south side of Roosevelt Rd. to Michigan Ave.; continuing north on the east side of Michigan Ave. to E 11th St.; continuing west on the north side of E 11th St. to Wabash Ave.; continuing north on the east side of Wabash Ave. to E 9th St.; continuing west on the north side of E 9th St. to the train tracks just east of State St.; continuing north on the east side of the train tracks to E 8th St.; continuing east on the south side of E 8th St. to Wabash Ave.; continuing north on the east side of Wabash Ave. to Balbo Ave.; continuing east on the south side of Balbo Ave. past Lake Shore Dr. to the shore of Lake Michigan; continuing south on the west side of the lakefront including Northerly Island to the point on the lakefront due east of 43rd St.; continuing due west on a line meeting the north side of E 43rd St. and continuing west of the north side of E 43rd St. to Drexel Blvd.; continuing south on the west side of Drexel Blvd. to E 45th St.; continuing west on the north side of E 45th St. to Cottage Grove Ave.; continuing south on the west side of Cottage Grove Ave. to E 46th St.; continuing east on the south side of E 46th St. to Drexel Blvd.; continuing south on the west side of Drexel Blvd. to E 47th St.; continuing west on the north side of E 47th St. to Cottage Grove Ave.; continuing south on the west side of Cottage Grove Ave. to E 61st St.; continuing west on the north side of E 61st St. to Rhodes Ave.; continuing north on the east side of Rhodes Ave. to E 60th St.; continuing west on the north side of E 60th St. to Martin Luther King Dr.; continuing south on the west side of Martin Luther King Dr. to E 63rd St.; continuing west on the north side of E 63rd St. to the I-90/94 Expressway; continuing north on the east side of the I-90/94 Expressway to W 57th St.; continuing west on the north side of W 57th St. to Stewart Ave.; continuing north on the east side of Stewart Ave. to Garfield Blvd.; continuing east on the south side of Garfield Blvd. to Shields Ave.; continuing north on the east side of Shields Ave. to E 53rd St.; continuing east on the south side of E 53rd St. to Princeton Ave.; continuing north on the east side of Princeton Ave. to W 51st St.; continuing east on the south side of W 51st St. to Wentworth Ave.; continuing north on the east side of Wentworth Ave. to W 47th St.; continuing west on the north side of W 47th St. to Wells St.; continuing south on the west side of Wells St. to W 48th Pl.; continuing west on the north side of W 48th Pl. to Shields Ave.; continuing south on the west side of Shields Ave. to W 51st St.; continuing west on the north side of W 51st St. to Union Ave.; continuing north on the east side of Union Ave. to the train tracks at 4900 S Union Ave.; continuing east on the south side of the train tracks to Wallace St.; continuing north on the east side of Wallace St. to W 47th St.; continuing east on the south side of W 47th St. to the train tracks just west of Shields Ave.; continuing north on the east side of the train tracks to Pershing Rd.; continuing east on the south side of Pershing Rd. to Princeton Ave.; continuing north on the east side of Princeton Ave. to W 37th St.; continuing east on the south side of W 37th St. to Wells St.; continuing north on the east side of Wells St. to W 36th St.; continuing east on the south side of W 36th St. to Wentworth Ave.; continuing north on the east side of Wentworth Ave. to W 35th St.; continuing east on the south side of W 35th St. to the CTA Red Line train tracks; continuing north on the east side of the train tracks to Cermak Rd. and then continuing north on the east side of Clark St. to W 18th St.; continuing west on the north side of W 18th St. to Jefferson St.; continuing north on the east side of Jefferson St. to W 16th St.; continuing east on the south side of W 16th St. to Canal St.; continuing north on the east side of Canal St. to Roosevelt Rd.; continuing west on the north side of Roosevelt Rd. to I-90/94 Expressway; continuing north on the east side of the I-90/94 Expressway to Harrison St.; continuing west on the north side of Harrison St. to Halsted St.; continuing north on the east side of Halsted St. to Van Buren St.