


Form HS EHS CCP EXPANSION 2022: to be used only for Delegate Agency Grant Agreements for Family and Community Engagement Services Head Start, Early Head Start, Child Care Partnership and Expansion program not involving construction of loans (Rev 11/22)

Additional Exhibits to this Agreement may be found at:

<https://www.chicago.gov/cityinfo/law/termsandconditions/HSEHSCCPEXPANSION2022.pdf>

	Delegate Agency Grant Agreement of the City of Chicago ("City")	Title of the Program: Family and Community Engagement Services: Early Head Start- Expansion
Contract (P.O.) Number: 206284	Specification Number: 1247247	Vendor Number: 1021493/Q
Name, address¹ and email address of Delegate Agency ("Subrecipient" or "You")(name must match registered name in SAM): The Board of Trustees of the University of Illinois 809 S. Marshfield Avenue Chicago, Illinois 60612 Email: awards@uic.edu	City Department ("Department") and Address: Department of Family and Support Services 1615 West Chicago Avenue Executive Offices, 5th Floor, Chicago, Illinois 60622 Attn: Commissioner Telephone: 312-743-0300	Term of Agreement (period of performance): Start Date/ Date of Agreement: January 1, 2023 End Date: November 30, 2025
Maximum Compensation (subject to the availability and appropriation of funds and satisfactory performance): \$3,300,540.00	Amount of Federal funds obligated to the Subrecipient by this action: \$1,100,000.00	Committed Compensation (Total amount of Federal funds obligated to the Subrecipient): \$1,100,000.00

Subrecipient's Unique Entity ID (SAM):

Is the following funding source used in this Agreement? Yes ☒ No ☐

- Federal Agency: United States Department of Health and Human Services, Administration for Children and Families ("HHS")
- Program Name: Early Head Start Expansion
- CFDA Number: 93.600 (Head Start)

¹ Address must be a street address (Post Office boxes are not acceptable) from which Subrecipient administers programs providing Services principally to low and moderate income residents of the City of Chicago.

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- Federal Award Identification Number (FAIN)/ Grant No.: 05HP000150
- Federal Award Date: September 21, 2022
- Total Amount of the Federal award: \$16,944,922.00
- Fund Number and amounts: _____
- Additional Requirements for this Grant are located at Exhibit E

- CFDA Number: 93.600 Early Head Start - Child Care Partnership
- Federal Award Identification Number (FAIN)/ Grant No.: 05HP000439
- Federal Award Date: September 23, 2022
- Total Amount of the Federal award: \$34,171,727.00
- Fund Number and amounts: _____
- Additional Requirements for this Grant are located at Exhibit E

- CFDA Number: 93.600 (Head Start) Head Start and Early Head Start
- Federal Award Identification Number (FAIN)/ Grant No.: 05CH012050
- Federal Award Date: September 23, 2022
- Total Amount of the Federal award: \$71,671,629.00
- Fund Number and amounts: _____
- Additional Requirements for this Grant are located at Exhibit E

Is the following funding source used in this Agreement? Yes ☐ No ☐

- Funding Source: City of Chicago
- Type of funds: **Corporate Funds**
- Fund Number and amounts: _____

Brief Description of Program (the "Program"):

Grant funds are to promote school readiness by enhancing the social and cognitive development of low income children, including children on federally recognized reservations and children of migratory farm workers, through the provision of comprehensive health, educational, nutritional, social and other services; and to involve parents in their children's learning and to help parents make progress toward their educational, literacy and employment goals. Head Start also emphasizes the significant involvement of parents in the administration of their local Head Start programs.

SPECIAL CONDITIONS

You acknowledge and agree:

The City, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, has received Grant (the "Grant") from the United States Department of Health and Human Services, Administration for Children and Families ("HHS")

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and from certain corporate funds appropriated for this program . Grant funds are to support the Program. This Agreement is a subaward under the Grant.

The City desires to enter into this Agreement with you to provide services under the Program. You represent that you have the institutional, managerial, professional and financial capability to provide services in connection with the Program to the full satisfaction of the City and that you are ready, willing and able to enter into this Agreement.

This Agreement will take effect as of the Start Date and continue through the End Date or until the Services are completed or until this Agreement is terminated, whichever occurs first (the "**Term**"). All Services must be performed within the Term and as more specifically required under this Agreement. "**Agreement**" means this Delegate Agency Grant Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

Any payments under the first year of this Agreement will be made from Fund Numbers identified above and are subject to the annual appropriation and availability of funds. In subsequent years, the City may change the fund numbers at its sole discretion. The "**Maximum Compensation**" is the maximum compensation that you may be paid under this Agreement, without an amendment to this Agreement authorizing a higher amount.

Notwithstanding the Maximum Compensation, the amount of funds the City commits to pay to you as of the effective date of this Agreement ("**Committed Compensation**") is reflected in the "Budget Summary" attached as Exhibit A and incorporated by reference. If the City has funds available, and those funds are appropriated for the services/programs covered by this Agreement and the grant agreements, if any, associated with those funds authorize the expenditure of the funds during the time period associated with the increased Committed Compensation, then the City, in its sole discretion, may increase the amount of Committed Compensation by written notification from the Commissioner of the Department or other legally designated official, as applicable ("**Commissioner**") to you and subject to the satisfactory submission of a revised Budget Summary by you. You must submit a revised Budget Summary to the Department, for approval by the Department and the City Comptroller (Attention: Grant and Project Accounting Division), reflecting such additional funds, the cumulative Committed Compensation and the revised fund number. Once approved by the Department and the City Comptroller, the revised Budget Summary will supersede the Budget Summary, attached as Exhibit A. In no event will the cumulative Committed Compensation exceed the Maximum Compensation without a written amendment to this Agreement. In the event that the City pays you the total amount of Committed Compensation for the Services without providing written notification of an increase in the amount of Committed Compensation, no further payments shall be made under this Agreement unless and until (a) the City has provided written notification of an increase in the amount of Committed Compensation and (b) the City has approved a revised Budget Summary submitted by you.

You must comply with all the Terms and Conditions of this Agreement including those found on Exhibit D, with all grant agreements or cooperative agreements pursuant to which the City received the Grant Funds including without limitation the Grant agreement with HHS and also with the additional requirements associated with the Grant Funds, which may be found in Exhibit E. You warrant and represent that, with respect to any Grant Funds from which the City makes

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payments to you for the provision of services pursuant to this Agreement, neither you nor any of your employees, agents or subcontractors of any tier will act or fail to act in any way that would cause the City to violate any of the grant agreements or cooperative agreements under which the City received the Grant Funds.

You agree to comply with the requirements set forth in the following exhibits which are attached to and made a part of this Agreement. All provisions listed in the Exhibits have the same force and effect as if they had been listed in the body of this Agreement.

- Exhibit A Budget Summary
- Exhibit B Scope of Services (Work Program)
- Exhibit C Economic Disclosure Statement and Affidavit (Certificate of Filing)

The signature page to this Agreement follows Exhibit C.

- Exhibit D Terms and Conditions
- Exhibit E Additional Agreement Provisions
- Exhibit F Insurance Requirements
- Exhibit G HIPAA Requirements

Exhibits D through G may be found at the link on the first page of this Agreement.

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EXHIBIT A

BUDGET SUMMARY(IES)

(Processed as a Release Package)

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EXHIBIT B

SCOPE OF SERVICES
(WORK PROGRAM((S)))

(Processed as a Release Package)

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EXHIBIT C

ECONOMIC DISCLOSURE STATEMENT & AFFIDAVIT

(Certificate of Filing attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2022

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com FAX (A/C, No): 212-948-0770 INSURER(S) AFFORDING COVERAGE INSURER A: United Educators INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Board of Trustees of University of Illinois University Office of Risk Management Room 247, Henry Admin. Building 506 S. Wright Street, MC 337 Urbana, IL 61801	NAIC #

COVERAGES

CERTIFICATE NUMBER:

CHI-010157509-01

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$500,000 <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER		W38-88L	08/30/2022	08/30/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PCHH - Ryan White HRSA - OAHs: Contract (P.O.) Number: 116683 (exp. 02/2023).

The City of Chicago is/are included as additional insured in regards to liability arising out of the actions of the named insured, where required by written contract.

CERTIFICATE HOLDER

City of Chicago
121 N. LaSalle St.,
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF COVERAGE

ISSUE DATE(MM/DD/YY):
9/28/2022

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

c/o Office of Risk Management
506 S. Wright St., 247 HAB
Urbana, Illinois 61801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES OR SELF INSURANCE LISTED BELOW.

SOURCES OF COVERAGE

COVERAGE LETTER	A	STATE OF ILLINOIS AUTO LIABILITY SELF INSURANCE PLAN
COVERAGE LETTER	B	UNIVERSITY OF ILLINOIS WORKERS' COMPENSATION SELF INSURANCE PLAN
COVERAGE LETTER	C	
COVERAGE LETTER		

THIS IS TO CERTIFY THAT THE INSURANCE LISTED BELOW HAS BEEN PURCHASED/ESTABLISHED BY THE U OF I BOARD OF TRUSTEES FOR THE PERIODS INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE POLICIES/SELF- INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES OR SELF-INSURANCE PROGRAMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICIES OR SELF-INSURANCE PROGRAMS.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD		
A	AUTO LIABILITY ALL OWNED AUTOS HIRED AUTOS	State Plan NOTE: State of IL will not make any- one Addtl Insured	CONTINUOUS	CSL (PER OCCURRENCE)	\$2,000,000
				BODILY INJURY (PER PERSON)	
				BODILY INJURY (PER ACCIDENT)	
				PROPERTY DAMAGE	
B	WORKER'S COMPENSATION & EMPLOYER'S LIABILITY	SIP 001	CONTINUOUS	ILLINOIS	STATUTORY
				\$ EACH ACCIDENT	\$1,000,000
				\$ (DISEASE-POLICY LIMIT)	\$1,000,000
				\$ (DISEASE-EACH EMPLOYEE)	\$1,000,000

Description of Operations/Locations/Vehicles/Special Items

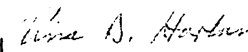
RE: PCHH – Ryan White HRSA – OAHS; Contract (P.O.) Number: 116683 (exp. 02/2023)

CERTIFICATE HOLDER

This certificate has been issued by the Office of Risk Management of the University of Illinois. If you have any questions, please call (217) 333-3113.

City of Chicago
121 N LaSalle St.
Chicago, IL 60602

Signed



Tina D. Harlan
Director of Risk Management

UNIVERSITY OF ILLINOIS
LIABILITY SELF-INSURANCE PLAN

First adopted:	August 1, 1976
Amended:	March 21, 1985
Further amended:	July 1, 1992
	November 2, 2002
	September 6, 2007
	June 9, 2011, with an effective date of January 1, 2012

ARTICLE I

Definitions

As used herein:

1. The term “Agent” shall mean any student, volunteer worker, visiting faculty, or University Committee Member who at the time of an Occurrence, or the rendering of or failure to render University Service was acting on behalf of the University and within the scope of duties assigned to him or her by the University.
2. The term “Aggregate” shall mean the maximum monetary consideration payable by the University on behalf of any or all Covered Person(s) for all Loss resulting from Claims during any one policy period for which this Plan provides coverage.
3. The term “Claim” shall mean a demand seeking monetary Damages otherwise covered by this Plan.
4. The term “Claimant” shall mean any person, organization, corporation or unit of government making Claim against a Covered Person on a cause of action which resulted from an Occurrence or arose out of the rendering of or failure to render University Service.
5. The term “Clinical Services” shall mean related to or involving direct observation, examination and/or treatment of patients.
6. The term “Contracting Party” means any firm, corporation, association, unit of government, or person with which the University enters into a written agreement for (i) the use of property or the performance of any function, service or act, and (ii) the allocation or sharing of liabilities and Damages resulting from the performance of such agreement.
7. The term “Covered Person” shall mean any person or organization designated in the Covered Persons provisions of the Plan.
8. The term “Damages” shall mean any monetary consideration approved under the Plan for payment to a Claimant or the amount of a final judgment awarded to a Claimant by a court of competent jurisdiction, including but not limited to money, services, and waiver of amounts payable from patients and others who receive University services, but excluding payments of back pay for service rendered, fines, monetary penalties, costs of cleaning up contaminated sites, and payments which are contrary to public policy.
9. The term “Employee” shall mean a person, who at the time of an Occurrence, or the rendering of or failure to render University Service, was employed by Employer and acting within the scope of his or her University duties.
10. The term “Fund” means any account or fund established by the Board for the purpose of funding expenses or Claim payments incurred in the operation of the Plan.

11. The term “Injury” shall mean physical damage to or destruction of tangible property, bodily or mental injury, sickness or disease, including death, to which the Plan applies and resulted from an Occurrence in the conduct of University business. The term Injury shall not be deemed to mean intentional torts.
12. The term “Loss” means any monetary amount paid on account of an award, judgment or settlement, which the University is legally obligated to pay as a result of a Claim.
13. The term “Member of The Board” shall mean an individual member or former member of The Board of Trustees of the University of Illinois who at the time of an Occurrence or the rendering of or failure to render University Service was acting within the scope of his or her duties in that office.
14. The term “Occurrence” shall mean any incident or accident while the Plan is in effect, including continuous or repeated exposure to conditions, which results in an Injury or Personal Injury not expected or intended from the standpoint of the Covered Person.
15. The term “Officer” shall mean those Officers described in the University of Illinois *Statutes* and *The General Rules Concerning University Organization and Procedure*, who at the time of an Occurrence or the rendering of or failure to render University Service was acting within the scope of his or her duties as such Officer.
16. The term “Personal Injury” means Damages to which the Plan applies sustained by any person or organization and arising out of one or more of the following committed in conduct of University business:
 - A. false arrest, detention or imprisonment, or malicious prosecution
 - B. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right of privacy
 - C. wrongful entry or eviction, or other invasion of the right of private occupancy
 - D. sexual harassment, humiliations, or discrimination
 - E. infringement of copyright, title, or slogan
 - F. plagiarism, piracy, or unauthorized use of materials
 - G. advertising, broadcasting, telecasting, or publishing activities
 - H. unfair competition

- I. false or improper service or process
- J. violation of property rights
- K. violation of a civil or constitutional right.

17. The term “Plan” shall mean the University of Illinois Liability Self Insurance Plan.

18. The “Plan Territory” shall be anywhere in the world where the University teaches, conducts research, or provides public service.

19. The term “Policy Period” is the University’s fiscal year.

20. The term “Registered Organization” shall mean those incorporated and unincorporated student, staff, and faculty organizations which have been registered with the appropriate University office.

21. The term “Related Claim(s)” shall mean all Claims based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions or events, whether related logically, causally or in any other way.

22. The term “Service Company” shall mean a commercial company engaged by the Employer to perform Claim investigations, loss control, and other services on behalf of the Plan.

23. The terms “University”, “Employer”, and “Board” shall mean The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois.

24. The term “University Service” shall mean a service, or series of related services (including health care), performed directly for a person or organization by the University or by a member of the Board, Officer of the Board, Employee, or Agent of the University, while acting within the scope of his or her University duties.

25. The term “Vice President” shall mean the Vice President/Chief Financial Officer and Comptroller.

ARTICLE II

Effective Date

The effect date of the Plan is August 1, 1976.

ARTICLE III

Covered Persons

Each of the following is a Covered Person under the Plan to the extent set forth below:

1. The Employer
2. Officers and Members of the Board of Trustees
3. Employees
4. Agents
5. Contracting Party, but only as specified by written agreement with the University.

ARTICLE IV

Coverage Statement

The Employer, based on the provisions of the Plan and subject to its limitations, will pay on behalf of the Covered Person all Damages to which this Plan applies, which the Covered Person shall become legally obligated to pay for a Claim first made while this Plan is in effect:

1. because of Injury or Personal Injury caused by an Occurrence, or
2. because of Injury or Personal Injury arising out of the rendering of or failure to render University Service

The Employer shall have the right and duty to defend any Claim or suit seeking such Damages against the Covered Person, even if any or all of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and such settlement of any Claim or suit as it deems expedient, but the Employer shall not be obligated to pay any Claim or judgment or to defend any suit after the applicable Plan Fund has been exhausted by payment of judgments, settlements, and expenses.

In the event that any Covered Person elects to employ his own legal counsel (see Article VI below) and declines legal counsel provided by Employer, there is no obligation under the Plan to pay any sum (including judgment, legal fees and expenses) such Covered Person may become legally obligated to pay.

If the Covered Person shall refuse to consent to any settlement recommended by the Vice President and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then the Plan's liability for the claim shall not exceed the lesser of the limit of

Article IX or the amount for which the claim could have been settled including costs, charges, and expenses incurred up to date of such refusal.

ARTICLE V

Exclusions

The Plan does not apply:

1. to any obligation for which the Employer or any carrier as its insurer may be held liable under any workers' compensation law, occupational diseases law, unemployment compensation law or disability benefits law, or under any similar law.
2. to any obligation for which the Employer may be held liable under any breach of contract, Claim, or suit.
3. to an obligation payable under the State Self-Insured Motor Vehicle Liability Plan.
4. to any Occurrence, University Service, or obligation which is within the provisions of the Federal Tort Claims Act as provided in 38 USC 4116 or is payable by the United States under any federal legislation or program.
5. to the physical damage to or destruction of tangible property owned by, leased or otherwise in the care, custody or control of the University.
6. to liability assumed by a Covered Person in guaranteeing the result of any service.
7. to liability and Damages arising out of any activity of a Registered Organization.
8. to liability and Damages arising out of any activity of a volunteer organization unless they are a Covered Person pursuant to Article III, Item 5.
9. to liability and Damages caused intentionally or resulting from any dishonest, fraudulent, or criminal statement, act, or omission.
10. to liability and Damages arising from the rendering of emergency aid and assistance not in the scope of University duties.
11. to liability incurred by a Covered Person arising from the performance of services for fees, compensation, or profit which are derived or intended to be derived from a source other than the Employer.
12. to liability and Damages arising from the failure of corporate stock to perform as represented by a Covered Person or arising from the investment or non-investment of funds.

13. to liability and Damages assumed by a Member of the Board, Officer, Employee, Agent, or Contracting Party under any contract, unless the University would be liable in the absence of such contract and then only to the extent of its proportionate share. In no instance shall University be liable for Damages occurring prior to the execution of a valid University contract.
14. to liability or Damages arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, or financial obligations arising under any law, regulation, administrative order, or court order for the cleanup of a landfill or other contaminated site.

ARTICLE VI

Legal Services

The furnishing of all legal services, including investigations, claim management and legal defense, shall be the responsibility of the Employer through its University Counsel provided the Covered Person delivers summons and complaint to the University Counsel no later than 15 days after service of process. Required legal services may be provided by the University Counsel and his staff or by outside legal counsel or a "Service Company" as the University Counsel deems necessary.

In the event that the Covered Person elects to employ his own legal counsel to assist the University Counsel or counsel hired by the University Counsel such employment of legal counsel shall be at the personal expense of the Covered Person, and Employer and its University Counsel shall retain the right to make all decisions in regard to the defense of the Claim or suit.

ARTICLE VII

Claims Adjustment

The Vice President, with advice of University Counsel, is responsible for the Claim payments, denials, and settlements. Payments for settlements from the Plan Funds which exceed the Vice President's authorization established by The Board shall be submitted to The Board for prior approval. The Vice President may utilize a "Service Company" in addition to University personnel in performing his responsibilities.

ARTICLE VIII

Payment of Claims and Suits

Claims arising from operations of the University hospital, clinics, infirmaries, and dispensaries are payable from the Hospital Professional and General Liability Fund. Professional liability

Claims against Covered Persons who are involved in the medical care of people are payable from the Medical Professional Liability Fund. Other professional liability Claims and general liability Claims are payable from the Public Liability Fund. Claims for violation of civil and constitutional rights are payable from the Board Legal Liability Fund.

Moneys may be transferred between the Funds as may be necessary for the payment of Claims which are payable from any Fund.

If the balance of the Plan Funds is not sufficient to pay all expenses, final judgments and executed settlements, Claim payments will be made in the order that final judgments and executed settlements become payable, without regard to Claim reserves previously established, date of incident, date of Claim demand, or date suit was filed. If final judgments which are entered simultaneously exceed the Plan's limit of liability, the Plan's limit of liability shall be apportioned pro rata to those simultaneous judgments. Any deficiency in Plan Funds which would not permit full payment of any Claim or suit judgment shall not impose any liability on the Employer.

ARTICLE IX

Limit of Liability per Policy Period

1. Except as provided in Item(s) 2 and 3 of this Article, the University shall not pay from Plan Funds more than five million dollars (\$5,000,000) as Damages for all covered Claims, Related Claims or suits:

- A. that result from one Occurrence, or
- B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University will pay regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

2. For Covered Persons providing Clinical Services at a location owned, leased in whole or in part, and under the sole control of the University, the maximum amount payable from Plan Funds will be any applicable medical professional liability self-insured retention together with any program of excess medical insurance purchased by the University as Damages for all covered Claims, Related Claims or suits:

- A. that result from one Occurrence, or
- B. that result from the rendering of or failure to render a University Service to any one person or organization.

This is the maximum amount that the University will pay regardless of the number of Covered Persons, Claims, Related Claims or suits brought, or persons or organizations making Claims, Related Claims, or bringing suits.

3. For Covered Persons providing Clinical Services at a location not owned, leased in whole or in part, or under the sole control of the University, the maximum amount payable from Plan Funds is one million dollars (\$1,000,000) per Claim and three million dollars (\$3,000,000) Aggregate, per Covered Person, as Damages for all covered Claims, Related Claims or suits:
 - A. that result from one Occurrence, or
 - B. that result from the rendering of or failure to render a University Service to any one person or organization.
4. The University shall provide the cost of reasonable legal expenses because of a proceeding initiated by the state body issuing a professional license to a Covered Person, related to the payment of a Claim, Related Claim or suit; provided however, the University required the Covered Person to be licensed in said jurisdiction. The maximum amount payable by the University is \$50,000 in any Policy Period, and \$100,000 lifetime. The University will not be responsible for legal expenses beyond the initial proceeding. Any fines or penalties assessed by the state licensing body will be the responsibility of the Covered Person, not the University.
5. The Plan's Limit of Liability for each Claim made or suit brought before July 1, 1992 shall be the balance of the Plan Funds at the time of execution of settlement or entry of final judgment less obligations of the Funds incurred through settlements previously executed and final judgments previously entered.
6. Notwithstanding Items 1- 5 of this Article, the Limit of Liability shall not exceed any constitutional, statutory, or other legal limitation imposed upon the University in the payment of funds for such purposes. The Plan's Limit of Liability shall not in any case exceed the balance of the applicable Plan Funds at the time of execution of settlement or entry of final judgment, less obligations of the Plan Funds incurred through settlements previously executed and final judgments previously entered.

ARTICLE X

Plan Funding

The Plan will be financed under the following guidelines:

1. The funding of the Plan shall be determined by the Vice President with the advice of an independent actuary contracted by the Employer.

2. The Vice President shall ascertain appropriate funding levels for the payment of actuarially projected costs of Claims and expenses of the Plan, including the costs of administration, Claims adjustment, the purchase of commercial insurance, and legal defense.
3. The Vice President shall inform The Board of the recommended level of funding, as determined above, and shall transfer the proper amounts to accounts or Plan Funds.
4. The Vice President shall assess University units on an equitable basis for contributions to the Plan Funds.

ARTICLE XI

Fund

1. The Plan Fund(s) or accounts shall exist as long as any Claim or expense payable under the Plan, or any amendments adopted thereto prior to its termination, is outstanding and may become payable from said Fund(s). The money deposited in the Plan Fund(s) shall be used solely for the purpose of payment of such Claims and expenses and shall not be subject to diversion for any other purpose so long as the Plan shall be in effect.
2. The Plan Fund(s) shall be the sole source of all payments made pursuant to the Plan and in no circumstance shall any other funds of the Employer, any Officer or Member of The Board of Trustees individually, any Employee, or any other Covered Person be liable or responsible for payment of any Plan obligation.

ARTICLE XII

Miscellaneous Provisions

1. Covered Person's Duties in the Event of Occurrence, Claim or Suit

A Covered Person shall submit to the University Counsel or designee at the earliest reasonable time following an Occurrence, statement, act, or omission which might result in a Claim under the Plan, a written notice containing particulars sufficient to identify injured person(s), Covered Persons, witnesses, and the time, place, and circumstances of Occurrence or University service.

If Claim is made or suit is brought against a Covered Person, the Covered Person shall, not later than 15 days after receipt, forward to the University Counsel every demand, notice, summons, or other process received by him or his representative.

The Covered Person shall cooperate with the Employer and, upon the Employer's request, assist in making settlements, conducting suits, and enforcing any right of contribution or indemnity against any person or organization who may be liable to the

Covered Person because of Injury or damage with respect to which coverage is afforded under the Plan; and the Covered Person shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

The Employer may elect to reimburse a Covered Person certain expenses because of Covered Person's attendance at hearings and/or trials. For Employees such reimbursement may include reasonable out-of-pocket expenses for mileage and parking. If the Covered Person is no longer an Employee the Employer may elect to reimburse the Covered Person for reasonable airfare, hotel accommodations, and meals associated with their attendance at hearings and/or trials. Under no circumstance will the Plan cover loss of earnings, loss of hours and/or shifts, loss of vacation time and/or expenses associated with missed or cancelled vacations incurred because of Covered Person's attendance at hearings and/or trials. The Employer reserves the exclusive right to determine the amount of reimbursement and amount it deems reasonable.

The Covered Person shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expense.

Failure of the Covered Person to cooperate with the Employer or give any notice required under the Plan or deliver summons and complaint to the University Counsel not later than 15 days after service of process shall constitute a waiver of the coverage provisions provided by the Plan.

2. Action Against Employer Under the Plan

No action shall be brought or maintained against the Employer under the Plan unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the Plan, nor until the amount of the Plan's obligation to pay shall have been finally determined either by final judgment against the Covered Person or by written agreement of the Employer and the Claimant.

No person or organization shall have any right under the Plan to join the Employer as a party to any action against the Covered Person to determine the Covered Person's liability, nor shall the Employer be impleaded by the Covered Person or his legal representative. Nothing in the Plan shall be construed as a waiver of any governmental immunity or legal remedy or defense of the University, any Officer or Member of The Board, Employee or Student of the University.

3. Other Insurance Purchased by Employer

Except as otherwise stated in Article IX, the coverage afforded by the Plan shall be excess of any Employer self-insured retention and other valid and collectible insurance purchased by the Employer.

4. **Subrogation**

In the Event of any payment under the Plan, the Employer shall be subrogated to all the Covered Person's rights of recovery therefore against any person or organization and the Covered Person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Covered Person shall do nothing to prejudice such rights.

5. **Changes in the Plan**

All amendments to the Plan subsequent to the date of first approval of the Plan by The Board of Trustees shall be prepared by the Vice President and subject to approval as to legal form by the University Counsel. The Vice President will submit the proposed amendments to the President of the University for review and recommendation to The Board of Trustees. Amendments adopted by the Board shall become effective on the date fixed by The Board of Trustees, without notice to Covered Persons. The Plan and all amendments thereto shall be available for inspection at reasonable times in the Office of the Secretary of the Board, and information regarding the Plan shall be distributed through campus publications.

6. **Assignment**

The interest hereunder of any Covered Person is not assignable. If the Covered Person shall die or be adjudged incompetent, this coverage shall thereupon terminate, but shall cover the Covered Person's legal representative as the Covered Person with respect to Damages previously incurred and to which this Plan applies.

7. **Cancellation**

The Board may at anytime terminate the Plan and cancel the coverage provided therein. Notice of such termination of the Plan and cancellation of coverage will be given to all Covered Persons by publication in a newspaper of general circulation in Cook County and a newspaper of general circulation in Champaign County, Illinois, at least 30 days prior to the effective date of such termination and cancellation.

8. **Plan Severability**

In the event that any part of the Plan is held to be unconstitutional or otherwise declared illegal or invalid, the other part of the Plan will remain in full force and effect, subject to Board action.

9. **Applicability of Coverage**

The Vice President with the advice of the University Counsel shall decide questions regarding coverage or interpretation of the Plan.

10. **Conformity to Statutes**

This Plan shall conform to any new and existing Federal and/or State legislation that have reporting requirements and to which the Plan is subject, including but not limited to the Illinois Medical Practice Act, the Healthcare Quality Improvement Act, and Medicare, Medicaid, and the SCHIP Extension Act (MMSEA).

ADDENDUM

This Addendum (the "Addendum") is entered into as of the 7th day of June, 2023, by and between the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Family and Support Services ("City"), and The Board of Trustees of the University of Illinois ("UIC").

RECITALS

A. The parties have entered into the following agreement (the "**Agreement**") dated as of the date of this Addendum [**check applicable title**]:

☒ Delegate Agency Grant Agreement
☐ Professional Services Agreement

B. The parties hereto have agreed to enter into this Addendum in order to amend certain provisions of the Agreement.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Addendum by reference.

SECTION 2. AMENDMENTS

The Agreement is hereby amended as set forth below. The parties acknowledge and agree that (a) if the Agreement is a Delegate Agency Grant Agreement, then (i) all references to "Contractor" in this Addendum shall be deemed to be references to "Subgrantee" or "Grantee", as applicable, and (ii) all references to "Chief Procurement Officer" in this Addendum shall be deemed to be references to "Commissioner", (b) if the Agreement is a Professional Services Agreement in which UIC is defined as a "Consultant," then all references to "Contractor" in this Addendum shall be deemed to be references to "Consultant" and (c) all references to a "section" of the Agreement shall be deemed to be references to a "subsection" of the Agreement, as applicable.

Section 2.01 Early Termination. The text of the Early Termination section in the Agreement is deleted in its entirety and replaced by the following:

The City may terminate this Agreement, or any portion of it remaining to be performed, at any time, by a notice in writing from the Chief Procurement Officer to the Contractor. The effective date of termination will be stated in the notice, but it will be no earlier than 30 days after Contractor's deemed receipt of the notice

pursuant to Article 10 (Notices). Upon receipt of the notice, Contractor must wind down any activities previously begun and make good faith efforts to mitigate any costs incurred as a result of the termination. Contractor must promptly deliver to the City all finished or unfinished Deliverables required to be prepared by Contractor under the Agreement. The City will pay Contractor for all work performed prior to the effective date of termination in proration to compensation provisions of the Agreement and any costs arising from non-cancelable contractual commitments (entered into by Contractor prior to Contractor's receipt of the City's notice of termination) that Contractor was unable to mitigate by good faith efforts. The City will have no liability for Contractor's lost profits on terminated work and no liability for contractual commitments made by Contractor after Contractor's receipt of notice of termination.

Section 2.04 Indemnification. The text of the Indemnification section in the Agreement is deleted in its entirety and replaced by the following:

Neither party to this Agreement undertakes to be or is legally liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless the liability is imposed by law, and this Section must not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

Section 2.05 Non-expendable Personal Property. The text of the Non-expendable Personal Property section in the Agreement is deleted in its entirety and replaced by the following:

Contractor will comply with all Federal, State and local laws regarding property ownership, use and management.

Contractor will request and receive written authorization from the City prior to the purchase of tangible personal property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit with funds received pursuant to this Agreement ("*Non-expendable Personal Property*"). All Non-expendable Personal Property will be the property of the City to the extent that such property is not the property of the federal government or the State of Illinois.

Contractor will maintain a current inventory listing of such Non-expendable Personal Property and will deliver a copy of such listing to the City on an annual basis.

Contractor will return all Non-expendable Personal Property to the City, upon the termination of the Services, completion of this Agreement or at any time requested by the Department. However, upon the receipt of the final inventory of all Non-expendable Personal Property, the City may allow such property to remain in the possession of Contractor if the City, in its sole discretion, determines that the Non-expendable Personal Property is necessary for the performance of any new or other services by Contractor for the City.

When this Agreement expires or is terminated, Contractor will return to the City the balance of any funds received under this Agreement and any accounts receivable attributable to those funds. In addition, if Contractor acquired or improved real property with Federal or State funds received under this Agreement, then Contractor will comply with any applicable Federal or State laws, regulations, or rules.

Section 2.06 Records. The text of the Records section in the Agreement is deleted in its entirety and replaced by the following:

Contractor will maintain and make available to the City information such as, but not limited to, dates of and reports or memoranda describing Contractor's activities that is necessary to assist the City in its compliance with all applicable laws. Contractor will maintain all documents pertaining to this Agreement including, but not limited to, all financial, statistical, property and participant information documentation.

Contractor will retain books, documentation, papers, records and accounts in connection with this Agreement in a safe place for at least **5 years** after the City and, if applicable, the federal government determines that Contractor has met all closeout requirements for this Agreement (and, if later, (a) until any related litigation, claim or audit started during such 5-year period is finally resolved and (b) 4 years after disposing of any real property and equipment bought with federal funds), and will keep them open to audit, inspection, copying, abstracting and transcription, and will make these records available to the City, any applicable state or Federal funding source, the United States Comptroller General or the Auditor General of the State of Illinois at reasonable times during the performance of its Services.

If Contractor conducts any business operations separate from the Services using any personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor will maintain and make available to the City, any applicable state or Federal funding source, the U.S. Comptroller General and Auditor General of the State of Illinois detailed records supporting Contractor's allocation of the costs and expenses attributable to any such shared usages.

Contractor will maintain books, records, and documents, and will adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted federal accounting principles and practices, as set forth in the applicable OMB Circulars A-21, A-87, A-102, A-110, A-122 and A-133.

Contractor's failure to maintain any books, records and supporting documents required by this Section will establish a presumption in favor of the City for the

recovery of any funds paid under this Agreement for which adequate books, records, and supporting documentation required by this Section are not available to support their purported disbursement.

No provision in this Agreement granting the City a right of access to records and documents impairs, limits or affects any right of access to such records and documents that the City would have had in the absence of such provisions.

Section 2.07 Confidentiality. The text of the Confidentiality section in the Agreement is deleted in its entirety and replaced by the following:

A. All reports, deliverables and documents prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City and are confidential, and Contractor warrants and represents that, except as may be required by law or otherwise permitted under this Agreement, the reports, deliverables and documents will not be made available to any other individual or organization without the consent of the Commissioner, which will not be unreasonably withheld. Contractor will implement reasonable measures to ensure that Contractor's staff and Contractor's Subcontractors will be bound by this Section.

B. Contractor will not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding Contractor's Services or the project to which the Services pertain without the consent of the Commissioner, which will not be unreasonably withheld.

C. When Contractor is presented with a request for documents by any administrative agency, subpoena duces tecum or Freedom of Information Act request regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor will immediately give notice to the Commissioner and the City's Corporation Counsel with the understanding that the City will have the opportunity to contest such process by any means available to it, before such records or documents are submitted to a court or other third party. Contractor will not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

D. To the extent not defined here the capitalized terms below and in the Exhibit listing contractual and compliance requirements related to HIPAA will have the same meaning as set forth in the Health Insurance Portability and Accountability Act ("HIPAA"). See 45 CFR parts 160, 162 and 164. Contractor and all its subcontractors must comply with HIPAA and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are

located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under HIPAA or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided. Additionally, if Contractor is a Business Associate it must comply with all requirements of HIPAA applicable to Business Associates including the provisions contained in the Exhibit listing contractual and compliance requirements related to HIPAA.

Section 2.08 Intellectual Property and Ownership of Documents. The text of the Intellectual Property and Ownership of Documents subsections in the Agreement are deleted in their entirety and replaced by the following:

A. "Work Product" means all materials, regardless of format, delivered by Contractor to City under this Agreement. Contractor will, and hereby does, assign to City all right title and interest in the copyright in any original work of authorship created pursuant to this Agreement. The City understands and agrees that certain Work Product will be composed of a combination of original works of authorship, pre-existing works to which Contractor has ownership or license rights, public materials, non-copyrightable materials, and other materials lawfully obtained. To the extent such Work Product can be considered a "derivative work" within the meaning of the U.S. Copyright Act (17 U.S.C. § 101 et seq.), Contractor will, and hereby does, assign to City all right title and interest in the copyright in the derivative work so created. To the extent that such Work Product constitutes a type of work that would qualify for treatment as a "work made for hire" under Section 101 of the U.S. Copyright Act (e.g., a compilation), the parties hereby agree that such Work Product will be so treated as a "work made for hire," and the ownership of any copyright therein shall arise in the City. Regardless of the source of such materials, Contractor assigns to the City all right, title and interest in and to copyright in the Work Product as a whole. To the extent pre-existing works are incorporated into Work Product, Contractor retains its original copyrights therein, if any, and grants to the City a perpetual, non-royalty-bearing, world-wide license in such works to use, reproduce, publish and distribute them when included as part of Work Product. Nothing herein shall be interpreted to grant the City any other right, title or interest in Contractor's intellectual property that has been or will later be developed outside this Agreement, including without limitation ideas, plans, methods, templates, models and copyrighted works.

The City grants to Contractor a perpetual, non-exclusive, paid-up license to Work Product for the limited purpose of allowing Contractor faculty to publish academic and scholarly articles relating to Work Product and to use such materials for educational purposes. In all such publications and other uses,

Contractor shall explicitly recognize the contributions and sponsorship of the City and, if applicable, the Federal or State funding source, in production of Work Product.

B. Federal and State Intellectual Property Rights. All terms of this Agreement that affect rights to data, copyrights, and other intellectual property, are subject to all rights of the Federal and State government under any grant or contract under which City and Contractor are funded.

C. Patent Rights. If Contractor makes a patentable invention, other than computer software, in performance of this Agreement, Contractor will notify the City as soon as practicable and provide a detailed report regarding such invention. Contractor, at its sole discretion and cost, may file for and obtain patents on any such inventions. The City shall have a perpetual, paid up, royalty free license to make, have made, use and sell any Contractor patented invention for any lawful purpose.

D. Visual Artists Rights Act Waiver. Contractor waives all rights to any work of "visual art" that may be delivered hereunder, as that term is defined under Sections 106A and 113 of the U.S. Copyright Act.

E. Information Technology Services. If Contractor is providing Information Technology Services, the "Additional Provisions for Information Technology" shall be deemed incorporated by reference, and shall be in addition to the terms set forth in these General Terms and Conditions.

Section 2.09 Events of Default Defined. The following provision is deleted from the Events of Default Defined subsection of the Agreement: "Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations."

Section 2.10 Remedies. The text of the Remedies section in the Agreement is deleted in its entirety and replaced by the following:

The City may declare the Contractor in default if the Contractor has failed to cure, or to cause to be cured, any event of default within 30 calendar days after the City gives it notice under terms of this Agreement specifying the event of default. Or, if the event of default cannot reasonably be cured within 30 calendar days after notice, the City may declare the Contractor in default if the Contractor has failed, in the sole opinion of the City, to begin and continue diligent efforts to cure. Notwithstanding the foregoing, with respect to any event of default the City may declare under this Agreement because of a default under any other agreement Contractor may presently have or may enter into with the City during the life this Agreement, then the reference in the first two sentences of this paragraph to 30 calendar days shall be deemed to be references to 60 calendar days.

The City will provide the Contractor written notice of the default and of any present intention of the Chief Procurement Officer to terminate the Agreement, in accordance with Article 10 (Notices). If not listed in Article 10 (Notices), notice will also be given to:

University of Illinois at Chicago
University Counsel, *MIC 225*
1737 West Polk Street
Chicago, Illinois 60612

Once the City has declared a default, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services or any part of them as agent for and at the cost of Contractor, either directly or through others. Contractor will have, in that event, the right to offset from the cost the amount it would have cost the City under the terms and conditions of this Agreement, had Contractor completed the Services;
- B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right of specific performance, an injunction or any other appropriate legal or equitable remedy against Contractor;
- D. The right to money damages;
- E. The right to withhold and offset against the City's money damages all or part of Contractor's compensation for Services satisfactorily provided prior to declaration of default, in an amount not to exceed the money damages claimed by the City; and
- F. The right to deem the defaulting Contractor non-responsive in future contracts to be awarded by the City.

If the City considers it to be in the City's best interests, it may elect not to declare default or to terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor will in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor will the City waive or relinquish any of its rights.

The remedies under the terms and conditions of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law,

in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default will impair any such right or power nor will it be construed as a waiver of any event of default or acquiescence in it, and every such right and power may be exercised from time to time and as often as the City deems expedient.

Section 2.11 Economic Disclosure Statement and Affidavit. The text of the Economic Disclosure Statement and Affidavit section in the Agreement is deleted in its entirety and replaced by the following:

The Contractor must provide affidavits or certificates that may be required by federal or state agencies in award of public contracts.

Section 2.12 Conflict of Interest. The text of the Conflict of Interest section in the Agreement is deleted in its entirety and replaced by the following:

The Contractor represents upon reasonable information and belief that no City official or employee will perform any work or Services under this Agreement and that no member of the Congress of the United States or of the Illinois General Assembly and no alderman of the City or City employees will be permitted any share or part of this Agreement or to any financial benefit to arise from it.

The Contractor represents that it, its officers, directors and those employees performing under this Agreement presently have no direct or indirect interest in this project or any other City project, and will acquire no such interest during the term of this Agreement, that would conflict in any manner or degree with the performance of the work or Services under this Agreement. In the event that Contractor or any of its officers, directors or employees acquires such an interest during the term of this Agreement, Contractor shall promptly notify the City and shall cause the party to divest such interest unless the conflict can be resolved by reassigning the party with the conflicting interest from participation in this Agreement.

In signing this Agreement, Contractor certifies that it has not spent and will not expend any federal appropriated funds to pay any person for influencing or attempting to influence an officer to employee of any federal agency, as defined by applicable federal law, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

Furthermore, Contractor warrants and represents that it is and will remain in compliance with applicable Federal and State restrictions on lobbying and conflict of interest.

Section 2.13 Cooperation with City. The text of the Cooperation with City section in the Agreement is deleted in its entirety and replaced by the following:

The Contractor agrees with the City to cooperate with the officials, employees and agents of the City in furthering the City's interest under this Agreement. If this Agreement is terminated for any reason, or if it is to expire on its own terms and conditions, Contractor will make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and will comply with the reasonable requests and requirements of the City in connection with the termination or expiration of the Agreement.

Section 2.14 Federal Funding. The text of the Federal Funding section, if any, in the Agreement is deleted in its entirety and replaced by the following:

If this Agreement is funded by the federal government or the State of Illinois in whole or in part, the terms and conditions of this Agreement are subject to the Grant Agreement between the City and the funding agency, which is incorporated into the Agreement, and to all rules and regulations applicable to the Grant. In the event of any conflict between this Agreement and the Grant Agreement, the terms of the Grant Agreement govern.

Section 2.15 Insurance. The text of the Insurance section in the Agreement is deleted in its entirety and replaced by the following:

To the extent permitted by law, the Contractor may self insure for the insurance requirements specified in Exhibit F, it being expressly understood and agreed that if the Contractor does self insure for the above insurance requirements, the Contractor must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least the insurance requirements as specified in Exhibit F. A letter or memorandum of insurance confirming the use of self insurance for operations related to this Agreement can be forwarded by the Contractor for compliance with these requirements, to the following address:

City of Chicago
Comptroller's Office
Federal Funds Insurance Unit
33 North LaSalle Street
Room 800
Chicago, Illinois 60602

Section 2.16 Express Reservation of Legal Position.

The following section is added to the end of the Agreement:

Express Reservation of Legal Position.

Notwithstanding any other provision of this Agreement, the Contractor expressly reserves and does not waive its position that it is an arm and instrumentality of the State of Illinois, and as such it enjoys sovereign immunity pursuant to the State Lawsuit Immunity Act, 745 ILCS 5/1 (1998), and is not required to comply with the City's ordinances, codes, regulations or rules, and the City expressly reserves and does not waive its position that the Contractor does not enjoy sovereign immunity and is required to comply with the City's ordinances, codes, regulations and rules. Solely for the purpose of discharging its obligations under this Agreement or other related documents involving the City and the Contractor, where the Contractor has undertaken to comply with City ordinances, codes, regulations or rules, the Contractor has voluntarily chosen to waive its position that it is immune from City regulation as a defense; provided, however that any and all claims for money damages against the Contractor under this Agreement or other related documents involving the City and the Contractor shall be brought only in the Court of Claims to the extent required by law. Nothing in this Agreement shall be construed to affect any claim or defense of the Contractor or the City in any pending or future litigation, other than in a case brought to enforce any obligation in this Agreement or other related documents involving the City and the Contractor.

Section 2.17 South Campus Development Project.

The following section is added to the end of the Agreement:

South Campus Development Project.

Nothing contained in this Agreement including, but not limited to, Default and Remedies provisions regarding cross default and offset, shall apply to, or be enforced against: (a) The Board of Trustees of the University of Illinois (South Campus Development Project) Redevelopment Agreement dated as of January 11, 2000 between the City and the Contractor, or (b) the Amended and Restated Intergovernmental Agreement dated as of January 11, 2000 between the City and the Contractor, in each case as such agreement may be amended, restated or otherwise modified.

SECTION 3. MISCELLANEOUS

Section 3.01 Conflict. In the event of any conflict between the Agreement and the Addendum, the provisions of this Addendum shall control. In the event of any conflict between (a) the Agreement, as amended by this Addendum (the "**Amended Agreement**"), and (b) any State, local or Federal laws, ordinances, policies, regulations, rules or executive orders applicable to the Amended Agreement, the provisions of the applicable laws, ordinances, policies, regulations, rules or executive orders shall control.

Section 3.02 No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meaning as set forth in the Agreement.

Section 3.03 Other Terms in the Agreement Remain. All other provisions and terms of the Agreement shall remain unchanged.

Section 3.05 Authority. Each party represents and warrants to the other party that this Addendum is duly authorized by all necessary action and that the person executing this Addendum on behalf of such party is duly authorized to execute this Addendum on behalf of such party.

~~Section 3.06 Audit Requirement.~~ ~~The University of Illinois Chicago's fiscal year ends June 30. The University's Single Audit will be available to the City of Chicago in the Federal Audit Clearinghouse (<https://faedissem.census.gov/SearchA133.aspx>) within 9 months after the end of the fiscal year, or no later than March 31 of the following year, in accordance with the Uniform Guidance 2 CFR 200.512.~~ *PAC*

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on or as of the day and year first above written.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

Paul N. Ellinger 6/17/23

Paul N. Ellinger, Comptroller Date

Peggy Diskin 6/17/23

Signature of Comptroller Delegate Date
Peggy Diskin, Director Pre-Award Services
Office of Sponsored Programs

CITY OF CHICAGO

[Signature block for Addendum to Delegate Agency Grant Agreement)

By: Bruno V. Knapp

Commissioner of DFSS

CITY OF CHICAGO

[Signature block for Addendum to Delegate Agreement)

By: _____

Mayor

Comptroller

Chief Procurement Officer

Recommended By:

Commissioner of _____

Approved as to form and legality:

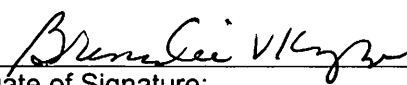
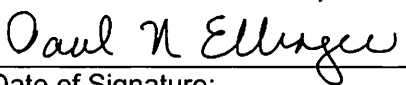
Assistant Corporation Counsel

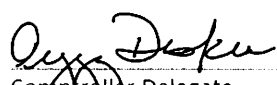
Form HS EHS CCP EXPANSION 2022: to be used only for Delegate Agency Grant Agreements for Family and Community Engagement Services Head Start, Early Head Start, Child Care Partnership and Expansion program not involving construction of loans (Rev 11/22)

Signature page to Delegate Agency Grant Agreement

Name of Delegate Agency: The Board of Trustees of University of Illinois	Contract (P.O.) Number: 206284
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Signed at Chicago, Illinois:

City Approval	Delegate Agency Acceptance
Typed Name and Title of Approving City Official: Brandie V. Knazze, Commissioner, Department of Family and Support Services	Typed Name and Title of Authorized Delegate Agency Official (executive director or corp. president)¹ : Paul N. Ellinger, Comptroller
Signature of Approving City Official: 	Signature of Approving Delegate Agency Official: 
Date of Signature: 8/2/23	Date of Signature: 6/7/23

 6/7/23
 Comptroller Delegate Date
 Peggy Diskin, Director Pre-Award Services
 Office of Sponsored Programs

¹ If this Agreement is signed by any individual other than the corporate president or the executive director of Delegate Agency, attach a copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, that permits the individual to sign the Agreement for Delegate Agency.