


Form Prevention Initiative 2017 Amend: to be used only for amendments to Delegate Agency Grant Agreements for Prevention Initiative Program funded wholly by the Early Childhood Block Grants from the Illinois State Board of Education ("ISBE") and not involving construction or loans (Rev 5/18)

	Amendment to Delegate Agency Grant Agreement of the City of Chicago ("City")	Title of the Program Prevention Initiative Program
Contract (P.O.) Number: 77841	Specification Number: 466260	Vendor Number: 860788 /A
Name and address¹ of Delegate Agency ("You"): The Thresholds 4101 North Ravenswood Avenue 2 nd Floor Chicago, Illinois 60613 mark.ishaug@thresholds.org	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: Start Date/ Date of Agreement: July 1, 2017 End Date: June 30, 2020
Maximum Compensation (subject to the availability and appropriation of funds and satisfactory performance): \$320,476	Committed Compensation \$75,250	Funding Source: Illinois State Board of Education ("ISBE"), via Board of Education of the City of Chicago Program Name: Early Childhood Block Grants

Fund Number and amounts: **See Exhibit A**

Is the Delegate Agency a Business Associate (as defined in HIPAA)? Yes ☐ No ☒

Special Conditions: the above grant is subject to the Special Conditions or limitations as are set forth in the attached page(s)

Brief Description of Program (the "**Program**"):

Grant funds are to support the Prevention Initiative Program, which provides early, continuous, intensive, and comprehensive evidence-based child development and family support services to help families prepare their young children birth to age 3 for later school success. It is intended for

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

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children who have been determined, as a result of a screening process, to be at risk for school failure as indicated by their families' high levels of poverty, illiteracy, unemployment, limited English proficiency, or other need-related indicators. Services are delivered in high quality classrooms or via the home visiting approach and focus on high quality curriculum and service provision, developmental monitoring, and family/community partnerships.

SPECIAL CONDITIONS

You and the City desire to amend the Agreement as set forth below:

1. The text of Section 3.6 of the Agreement is deleted in its entirety and replaced by the following:

You must provide and maintain at your own expense during the term of this Agreement and any time period following expiration if you are required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit F of this Agreement, insuring all operations related to this Agreement. You must submit Certificates of Insurance of the required coverages **prior** to this Agreement being fully executed to GPAD_DA_Insurance@cityofchicago.org or to such other email address and/or website location specified by the City.

2. Exhibit F to the Agreement is deleted in its entirety and replaced by Exhibit F to this Amendment.

3. The Agreement is amended as indicated in the chart below:

Amendment (applicable if the box in the next column is checked "Yes")	Applicable to this Amendment (check one)?
If applicable, the Compensation in the Agreement is deleted and replaced by the amount set forth in the cover page to this Amendment.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If applicable, a revised Budget is attached to this Amendment as Exhibit A-1 and incorporated by this reference.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If applicable, a revised Scope of Services and Time Limits for Performance is attached to this Amendment as Exhibit B-1 and incorporated by this reference.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If applicable, the Agreement is extended through the End Date listed on the cover page to this Amendment.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Except as and to the extent that the terms of the Agreement are amended and modified by this Amendment, all terms of the Agreement remain in full force and effect.

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[remainder of page intentionally left blank]

Exhibit F
Delegate Agency Grant Agreement
Preschool for All Program

Insurance Requirements & Insurance Certificate

A. The kinds and amounts of insurance required are as follows:

1) Workers Compensation and Employers Liability

Workers Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$500,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

Each of the City of Chicago and the Board of Education of the City of Chicago (Attention: Risk Management, 42 West Madison, Chicago, Illinois 60602) is to be named as an additional insured under your policy and the policy of any Subcontractor. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, your sole negligence or the additional insured's vicarious liability. Your liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. You must ensure that each of the City and the Board of Education of the City of Chicago is an additional insured on insurance required from Subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work or Services to be performed, you must provide Automobile Liability

Insurance with limits of not less than \$300,000 per occurrence for bodily injury and property damage.

4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering errors, omissions, or negligent acts, must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work or Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) Medical/Professional Liability

When any medical Services are performed in connection with this Agreement, Medical/Professional Liability Insurance must be provided to include coverage for errors, omissions and negligent acts related to the rendering or failure to render professional, medical or health Services with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work or Services on this Agreement. A claims made policy which is not renewed or replaced must have an extended reporting period of 2 years.

6) Builders Risk

When you perform any construction, including improvement, betterments, and/or repairs, you must provide All Risk Builders Insurance to cover materials, supplies, equipment, machinery and fixtures that are part of the structure.

B. Related Requirements

If the coverages have an expiration or renewal date occurring during the time for performance of this Agreement, you must furnish renewal certificates to the email address and/or website location specified by the City. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of this Agreement. The failure of the City to obtain certificates or other insurance

evidence from you is not a waiver by the City of any requirements for you to obtain and maintain the specified coverages. You must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve you of your obligation to provide insurance as specified here. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work or Services or terminate this Agreement until proper evidence of insurance is provided.

You must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

All deductibles or self- insured retentions on referenced insurance coverages must be borne by you.

You hereby waive and agree to require your insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by you in no way limit your liabilities and responsibilities specified within this Agreement or by law.

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

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

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

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

You must require all subcontractors to provide the insurance required in this Agreement, or you may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of you unless otherwise specified in this Agreement. You must ensure that each of the City and

the Board of Education of the City of Chicago is an additional insured on the insurance required from Subcontractors.

If you or Subcontractors desire additional coverages, the party desiring additional coverages is responsible for the acquisition and cost of such additional protection.

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

- C. If you need additional information related to insurance, please call the office of the City Comptroller at (312) 744-7923.



THRES-1

OP ID: SG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2019

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 John J. Matsock & Assoc. Inc. 1750 N Washington Street Naperville, IL 60563 Rodney A Harvey	630-505-7888	CONTACT NAME: Rodney A Harvey PHONE (A/C, No, Ext): 630-505-7888 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED The Thresholds 4101 N. Ravenswood Ave; Ste 2 Chicago, IL 60613		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Philadelphia Indemnity</td><td></td></tr><tr><td>INSURER B: Philadelphia Insurance Co</td><td>18058</td></tr><tr><td>INSURER C: LLOYDS OF LONDON</td><td></td></tr><tr><td>INSURER D: Great American Insurance Co.</td><td>41858</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity		INSURER B: Philadelphia Insurance Co	18058	INSURER C: LLOYDS OF LONDON		INSURER D: Great American Insurance Co.	41858	INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2002836 PHPK2002836	07/01/2019 07/01/2019	07/01/2020 07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2002836	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB682695	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> Bldg Property All Risk - RC			PHPK2002836	07/01/2019	07/01/2020	Bldg/BPP & Bus Inc 76,767,198 10,342,460

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

City of Chicago Department of Family and Support Services is a Certificate Holder and Additional Insured where required by written contract as their interest may appear regarding general Liability Coverage.

CERTIFICATE HOLDER

CANCELLATION

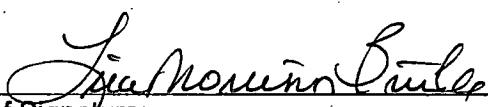

CTYCHI4 City of Chicago, Dept. of Family&Support Services(FSS) Grants,Contracts&Information Technology(GCIT) 1615 W. Chgo Chicago, IL 60622	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Rodney A. Harvey</i></p>
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Signature page to Amendment to Delegate Agency Grant Agreement

Name of Delegate Agency: The Thresholds	Contract (P.O.) Number: 77841
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Signed at Chicago, Illinois:

City Approval	Delegate Agency Acceptance
Typed Name and Title of Approving City Official: Lisa Morrison Butler, Commissioner, Department of Family and Support Services	Typed Name and Title of Authorized Delegate Agency Official (executive director or corp. president) ¹ : Mark Ishaug, CEO
Signature of Approving City Official: 	Signature of Approving Delegate Agency Official: 
Date of Signature: 1/24/20	Date of Signature: 1/9/20


Notarization of signature of Delegate Agency Official:

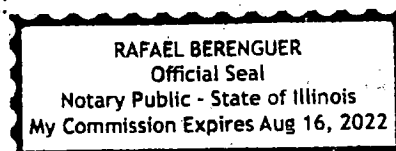
State of Illinois
County of Cook

This instrument was acknowledged before me on 01/09/20 (date) by
Mark Ishaug (name/s of person/s) as CEO
(type of authority, e.g., officer, trustee, etc.) of **The Thresholds**
(name of party on behalf of whom instrument was executed).

Signature of Notary Public

SEAL:





¹ If this Amendment 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 Amendment for Delegate Agency.