

**REQUEST FOR PROPOSALS**  
**For**  
**Expanded Mental Health Clinic Operation and Treatment Services**  
**For the Near Southwest Side**  
**Expanded Mental Health Services Program**

**Key Dates**

|                                 |                         |
|---------------------------------|-------------------------|
| Release date                    | Tuesday July 21st, 2026 |
| Proposal due date               | October 19th, 2026      |
| Anticipated contract award date | January 2027            |

**Please submit proposals to**  
**[nsscommissionercrisostomo@gmail.com](mailto:nsscommissionercrisostomo@gmail.com)**

**PROPOSALS MUST BE RECEIVED BY 6:00 P.M. CENTRAL TIME**  
**ON DUE DATE (October 19th, 2026)**

**NO PROPOSALS WILL BE ACCEPTED FOR ANY REASON AFTER THIS**  
**DEADLINE, AND INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED**

Near Southwest Side Expanded Mental Health Services Program  
Governing Commission

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#### **REQUEST FOR PROPOSALS**

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## **I. Program Authority.**

The Near Southwest Side Expanded Mental Health Services Program (the “**Near Southwest Side 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 26,618 voters in the Southwest community who voted “Yes” (79%) for the binding referendum to create the Near Southwest Side Program on November 5, 2024 (the “**Referendum**”). The Act, a copy of which is attached to this RFP as **Exhibit A**, provides the Near Southwest Side 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 establish and operate a community expanded mental health services center as described herein subject to and in accordance with the terms and conditions of the Community Expanded Mental Health Services Program 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 Near Southwest Side Territory identified in **Exhibit C**, and incorporated herein by this reference (the “**Program Service Area**”).

The objective of the Near Southwest Side 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 Near Southwest Side 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 Near Southwest Side 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 Near Southwest Side 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 the Program Service Area, 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 Near Southwest Side 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 Near Southwest Side Program is the eighth 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 5, 2024, voters in the Near Southwest Side community approved the Referendum to create the Near Southwest Side Program and authorized the Near Southwest Side 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)).

In addition, during the two-year period following the Go-Live Date, the Commission may require Provider reporting related to specific service benchmarks as described in Program Agreement Section 4. These may include benchmarks related to patient satisfaction and customer service, public reputation of the provider, effectiveness in reaching and serving diverse populations and age groups, staff hiring policies and practices, and other performance data.

The Program Agreement Treatment Services “Go-Live Date” is anticipated to be approximately 3-6 months after Program Agreement award Effective Date, and may be delayed due to funding, space leasing and other considerations.

Only to the extent that the Commission receives adequate funding under the Referendum, the Commission will issue to Provider the amount of Referendum Funding available for Contracted Services in pro-rated installments on or before the first day of each calendar quarter during the term of the Program Agreement, commencing on the first day of the January, April, July or October immediately after the Program Agreement award Effective Date.

#### **V. Referendum Funding.**

The Commission estimates that approximately \$1,200,000 per year will be available to provide direct Treatment Services to Program Service Area residents (the “**Referendum Funding**”). The Commission anticipates that the Provider will also receive funding from other sources, including payments from patients and payors for Treatment Services, and grant funding and direct contributions (collectively, “**Program Funding**.” Provider is expected to maintain Referendum Funding and Program Funding in a separate bank account and expend 100% of Referendum Funding and Program Funding on the Near Southwest Side Program and provision of direct Treatment Services to Eligible Persons in the Program Service Area as provided in the Program Agreement.

Referendum Funding is not guaranteed and may be reduced or terminated by the Near Southwest Side 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 Near Southwest Side 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 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 proposed Operating Budget that describes in detail how Provider will use 100% of Referendum Funding for the Near Southwest Side 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. Program Center Location**

The Commission will purchase or lease administrative and clinical space in the Program Service Area (the "**Program Center Space**") and will lease or sublease the Program Center Space to the Provider pursuant to terms and conditions that are consistent with the Program Agreement. The Program Center Space will be located in the Program Service Area. Provider will promptly pay rent for the Program Center Space to the Commission or the Commission's designee pursuant to a lease or sublease agreement as described in the Program Agreement.

Provider will proactively cooperate with the Commission in good faith to agree on design and build-out for the Program Center Space. Provider will select and monitor contractors and others to perform the design and build-out for the Program Center Space. The Commission will promptly reimburse Provider for design and build-out costs to the extent they are Pre-Approved Costs as defined in Program Agreement Section 2I.

## **VIII. 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 Provider 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 Provider 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 Near Southwest Side Mental Health Needs Assessment prepared by the Coalition to Save Our Mental Health Centers, available on the Near Southwest Side Expanded Mental Health Services Governing Commission's home page at website as supplemented by Respondent (collectively, the "Needs Assessment"). Respondent is welcome to supplement the assessment materials available at nssemhsp.info 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." Providers must also detail how they 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 Near Southwest Side 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 a Community Needs Assessment within their Proposal. The assessment should identify the unmet mental health needs in the Program Service Area.

Responders are encouraged to review the existing mental health needs assessment for the Program Service Area when preparing their proposal assessment. For example, the Coalition to Save Our Mental Health's mental health needs assessment for the Near Southwest Side Extended Mental Health Needs Assessment Program is available at [nssemhsp.info](http://nssemhsp.info)

The Coalition believes that data for the Community Mental Health Needs Assessment should be a combination of existing secondary data and primary data gathered directly from community residents and stakeholders. The Commission believes that this combination 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 recent immigration raids and the resulting economic, housing, and mental health stressors experienced by residents in the Near Southwest Side Extended Mental Health Program's communities.

e. Program service proposal (no more than 4 pages). Services provided must comply with the requirements set out in the Act. These services shall not duplicate the existing services mandated by law for people with severe mental illness. Respondent (s) should submit plans for services and programs that meet the mental health needs identified in the Respondent's Community Mental Health Needs Assessment, including:

- 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

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 the Respondent will make available to deliver proposed programs and services.

f. 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, and other organizations, as well as plans for developing these 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 the Respondent's:

- i. Outreach strategy to such groups to build partnerships;
  - ii. specific outreach strategy to all community members to reduce stigma;
  - iii. proposals with respect to community workshops, trainings, seminars, forums at schools, homeless shelters, senior homes, veteran posts, and other locations identified for mental health assistance;
  - iv. 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 individuals regardless of age, sexual orientation, gender identity, immigration status, and socio-economic background;
  - iv. particular focus on addressing the specific mental health and case management needs of residents residing in the Program Service Area as described in the needs assessment;
  - v. specific approach to serving culturally and linguistically diverse populations of all ages, genders, and sexual identities, and socio-economic backgrounds of residents residing in the Program Service Area as described in the needs assessment;
  - vi. particular focus on addressing the specific mental health needs of residents residing in the Program Service Area as described in the needs assessment;
  - vii. ability to provide complementary models of care such as yoga, art therapy, mind/body awareness practices, meditation, and body movement;
  - viii. particular focus on addressing the specific mental health needs of individuals, families, and community members impacted by recent immigration enforcement in communities.
  - ix. approach to developing policies and providing services from a trauma-informed perspective; and
  - x. planned percentage of direct services expenses devoted to workshops, seminars, and community forums at locations identified for mental health assistance (e.g., schools, shelters, senior homes/residences, veteran posts).
- g. 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 traumas, 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 traumas overall.

- h. Consumer and Peer Involvement (no more than 2 pages). Each Respondent should describe how the Respondent will develop the Near Southwest Side Program to involve consumers in the recovery process. 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.
- i. 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 the Respondent's organizational mission and vision, and how they align with its proposal goals and objectives for the Near Southwest Side Extended Mental Health Program?
  - ii. How will Respondent determine the success of the Near Southwest Side Extended Mental Health Program?
  - iii. How will Respondent identify and resolve Near Southwest Side Extended Mental Health Program problems?
  - iv. How will Respondent implement changes and adjustments for the Near Southwest Side Extended Mental Health Program?
  - iv. How will Respondent implement changes and adjustments for the Near Southwest Side Program?
- j. Budget and Narrative (no more than 5 pages). Each Respondent should provide a narrative description of their proposed Budget for the Near Southwest Side Program. The narrative should include:
  - i. Description of administrative and clinical staff, qualifications and salaries; ii. Description of anticipated Near Southwest Side 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.
- k. Budget and Narrative (no more than 5 pages). Each Respondent should provide a narrative description of their proposed Budget for the Near Southwest Side Extended Mental Health Program. The narrative should include:
  - i. Description of administrative and clinical staff, qualifications, and salaries;

- ii. Resumes for key staff. If staff will be hired to implement the Responder'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 residents residing in the Near Southwest Side Extended Mental Health Program service area?
- iii. Description of anticipated Near Southwest Side Extended Mental Health Program costs. Respondent's proposed Budget should be built around the Governing Commission's Referendum Funding projections and should not consider Program Funding, including payments from patients and payors for Treatment Services, grant funding, and direct contributions. While the Governing Commission anticipates that the Respondent may develop future Program Funding, the Respondent should not include such Program Funding in its budget and narrative.

l. Required Documentation (no page limit).

- i. If Respondent is tax-exempt, please provide a copy of your Internal Revenue Service 501 (c)(3) tax-exempt determination letter.
- ii. Please provide a copy of the Respondent's Articles of Incorporation or Organization and Bylaws.
- 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 the Respondent's most recent financial statements (most recent 990)
- v. Please provide the 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 Near Southwest Side Program. The Commission will only accept questions and requests for clarification that are submitted in writing to **nsscommissionercrisostomo@gmail.com**. The Commission or its designee will in its sole discretion publish responses and clarifications only to **our website nssemhsp.info**
- b. Restrictions on Communication. Respondent-initiated oral or written communications about this RFP or the Near Southwest Side 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 Near Southwest Side 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 ILCS 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 Near Southwest Side Program's intent to comply with all state, federal, and local equal employment and opportunity laws and public policies.

**Near Southwest Side 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. 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. Budget and Narrative**

**Required Documentation:**

**IRS 501I(3) letter**

**Copy of Articles of Incorporation or Organization**

**List of Board of Directors (including employment)**

**Copy of most recent financial statements and/or audited report**

**Conflict of Interest Policy**

**REMINDER: Submit proposals to [nsscommissionercrisostomo@gmail.com](mailto:nsscommissionercrisostomo@gmail.com) per instructions on page 1**

## **EXHIBIT A**

### **COMMUNITY EXPANDED MENTAL HEALTH SERVICES ACT**

(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; schizo-affective 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 Near Southwest Side 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 .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**

### **PROGRAM AGREEMENT**

#### **COMMUNITY EXPANDED MENTAL HEALTH PROGRAM SERVICES AGREEMENT For the Near Southwest Side Expanded Mental Health Services Program**

This Community Expanded Mental Health Program Services Agreement (this “**Agreement**”) is entered into as of March 1st, 2027 (the “**Effective Date**”), by and between the Near Southwest Side 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 [PROVIDER NAME], a [ENTITY TYPE] of the State of [STATE] (the “**Provider**”). The Commission and Provider may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

#### **WITNESSETH:**

**WHEREAS**, On November 5, 2024, voters in the Near Southwest Side community approved the necessary binding referendum (the “**Referendum**”) to create the Near Southwest Side Expanded Mental Health Services Program (the “**Near Southwest Side Program**”);

**WHEREAS**, the Commission is the governing body of the Near Southwest Side Program authorized pursuant to the Act to retain for the Near Southwest Side Program the services of a mental health services provider 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 Near Southwest Side 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 October 19, 2026, the Commission issued a Request for Proposals (the “**RFP**”) to mental health services providers to operate the Program Center (defined below) and furnish a mutually-agreeable scope of Treatment services (the “**Treatment Services**”) for Eligible Persons in the Program Service Area;

**WHEREAS**, the Commission received \_\_\_\_ proposals in response to the RFP, including the proposal from the Provider (the “**Provider Proposal**”), and after reviewing the proposals selected the Provider to furnish the Treatment Services for the Near Southwest Side Program pursuant to this Agreement, the Provider Proposal, Program Guidelines and the Act; and

**WHEREAS**, according to the Provider Proposal, Provider is qualified by education, training and experience to operate the Program Center and furnish the Treatment Services on behalf of the Near Southwest Side Program and Provider desires to be engaged by the Commission to operate the Program

Center and provide the Treatment Services in accordance with this Agreement, the Provider 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 and Program Guidelines.**

**A. Provision of Contracted Services.** Provider will furnish the Near Southwest Side Program services described in this Agreement, in the RFP and the Provider Proposal, each of which is incorporated into this Agreement by this reference, and all services and activities required by the Act (collectively, the “**Contracted Services**”) in accordance with applicable laws, the applicable standard of care for clinical services and the Program Guidelines (as defined in the Act) provided by the Commission in writing to Provider from time to time. Contracted Services include, but are not limited to:

- i. Establishing and day-to-day operation of a Community Expanded Mental Health Center in the Program Service Area (the “**Program Center**”);
- ii. Furnishing Treatment Services to Eligible Persons;
- iii. Engaging in community outreach in the Program Service Area to identify and address mental health service needs; and
- iv. Preparing, maintaining and updating assessments and reports as provided in this Agreement.

**B. Organizational Status.** Provider represents to the Commission as of the Effective Date and warrants to the Commission for the term of this Agreement that Provider is a partnership, limited liability company, professional service corporation or association duly organized and validly existing under the laws of the State of Illinois, and authorized to engage in the provision of the Treatment Services in the State of Illinois.

**C. Operational Policies and Procedures (405 ILCS 22/10).** Provider 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 (“**Provider Policies**”). To the extent there is a conflict between Provider Policies and the Program Guidelines, Provider will comply with Program Guidelines. Provider will furnish to the Commission, upon request, evidence that the individuals Provider assigns to perform Contracted Services, including Treatment Services, meet Provider 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 Provider.

**D. Community Engagement.** Provider 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. Provider 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.** Provider shall inform the Commission of any arrangement that presents a conflict of interest or materially interferes with Provider's performance of its duties under this Agreement. In the event Provider pursues conduct which does, in fact, constitute a conflict of interest or which materially interferes with (or is reasonably anticipated to interfere with) Provider's performance under this Agreement, the Commission may exercise the rights and privileges under Section 8I.

## **2. Program Center.**

### **A. Sublease Agreement.**

- i. Provider will establish and operate the Program Center in space leased or subleased from the Commission as provided in this Agreement.
- ii. Provider will lease or sublease office and clinical space from the Commission to operate the Program Center (the "**Program Center Space**") pursuant to the terms and conditions of a separate lease agreement entered into between the Parties (the "**Sublease**"). Provider acknowledges that the Sublease will require Provider to comply with terms and conditions consistent with the terms and conditions of this Agreement and the RFP with respect to items including signage, security, resources and liability.
- iii. Provider will promptly pay rent for the Program Center Space to the Commission or the Commission's designee as provided in the Sublease.
- iv. Provider acknowledges that except as provided in the Sublease, the Commission is not responsible for any cost that is not a Pre-Approved Cost (defined below) or any liability arising from or in connection with the Program Center Space. Provider will proactively cooperate in good faith with the Commission to reach mutual agreement on the terms and conditions of and to execute the Sublease.
- v. Provider will use the Program Center exclusively to provide the Treatment Services to Eligible Persons.

### **B. Build-Out, Operation and Security.**

- i. Provider will proactively cooperate with the Commission in good faith to agree on design and build-out for the Program Center Space. To the extent directed by the Commission, Provider will select and monitor contractors and others to perform the design and build-out for the Program Center Space. The Commission will promptly reimburse Provider for design and build-out costs to the extent they are Pre-Approved Costs.
- ii. Provider will select and monitor service providers to furnish utilities, communication and data services, custodial services, snow removal, and landscaping for the Program Center Space. The Commission will promptly reimburse Provider for the cost of such services to the extent they are Pre-Approved Costs.
- iii. Provider 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. Provider 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 Provider Representatives (defined below) and Eligible Persons who seek treatment at the Program Center. The Commission will promptly reimburse Provider 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

**C. Furnishings, Equipment, and Systems.** Provider 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.

**D. Signage and Communication.** Provider will operate the Program Center and furnish Treatment Services solely on behalf of and in the name of the Near Southwest Side Program. Provider will not use and will not permit any Provider 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. Provider will ensure that all Program Center Signage identifies that the Program Center is operated solely on behalf of the Near Southwest Side Program for the benefit of Eligible Persons and that all Treatment Services are available exclusively in the name of the Near Southwest Side Program for the benefit of Eligible Persons.

**E. Pre-Approved Costs.**

- i. A “**Pre-Approved Cost**” is a cost or expense arising from or in connection with an item or service Provider proposes to purchase for the Program Center that satisfies this Section’s requirements. Such items or services include those described in Section 2, including (a) Program Center Space design and build-out, (b) security personnel and technology, (c) Program Center Signage (defined below), (d) furnishings, equipment and systems, and (e) utility and other service providers. To constitute a Pre-Approved Cost, Provider must obtain and submit to the Commission at least two Bona Fide Proposals (defined below) to furnish the item or service.
- ii. A “**Bona Fide Proposal**” 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 Provider or the Commission.
- iii. The Commission will promptly review and approve or reject with comment Bona Fide

Proposals submitted by Provider. The cost of Bona Fide Proposals submitted to the Commission are deemed approved by the Commission as Pre-Approved Costs if not accepted or rejected in writing by the Commission within thirty (30) calendar days. The Commission is not responsible for the cost of items or services that are not Pre-Approved Costs. Provider will diligently mitigate cost-overruns for Pre-Approved Costs and will promptly deliver to the Commission information necessary for the Commission to approve or reject Pre-Approved Cost cost-overruns.

### **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 March 1st, 2027 (the “**Go-Live Date**”), Provider will furnish Treatment Services to Eligible Persons in accordance with this Agreement, the Act and Program Guidelines.
- ii. Provider 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. Provider 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. Provider 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. Provider 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. Provider may consider furnishing Treatment Services at additional sites in the Program Service Area as needed to meet mental health needs of Eligible Persons. Provider 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).** Provider 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, Provider 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. Administrative and Clinical Resources.** Provider will furnish or arrange for administrative,

electronic health records and clinical equipment, software, supplies, processes, maintenance and support, and such other resources necessary or desirable to enable Provider to furnish the Contracted Services. Provider is responsible for vetting, hiring, and providing lawful benefits and compensation to employees, independent contractors and permitted subcontractors necessary to perform the Contracted Services as further described in Section 5.

**D. Payor Programs.** Provider will and will ensure that Provider 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.

**E. Provider Responsible for the Provision of Treatment Services.** Provider and not the Commission shall be solely responsible for and will control the method and manner of furnishing Treatment Services.

#### **4. Provider Assessments and Reports**

##### **A. Community Mental Health Needs Assessment Analysis (405 ILCS 22/20(5)).**

- i. Provider 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 Provider Proposal to address the evolving mental health needs of Eligible Persons in the Program Service Area. Provider 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. Provider 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 Provider 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 Near Southwest Side 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. Provider 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. Provider 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(C)) received by Provider;
  - b. an accounting of Provider's expenditures arising from or in connection with the Contracted Services, the Program Center and the Treatment Services;
  - c. a description of Provider'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 Provider within thirty (30) calendar days following receipt of the draft Annual Report. Provider 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.** Provider shall promptly provide other reports and information requested by the Commission in a form and format acceptable to the Commission regarding the Near Southwest Side Program and Provider's performance of the Contracted Services.

**D. Quality Assurance Reviews.** To the extent permitted by applicable laws, Provider will and will require Provider 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 Near Southwest Side Program. As reasonably requested by the Commission, Provider and Provider Representatives will participate in one or more of such plans and/or programs.

**E. Patient Satisfaction.** Provider will and will ensure that Provider 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.** Provider 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 Provider Proposal or the Contracted Services.

## **5. Provider Administrative and Clinical Staffing.**

**A. Provider Representatives.** Provider will timely engage Provider Representatives acceptable to the Commission who are eligible pursuant to the terms and conditions of this Agreement to perform Contracted Services. "**Provider Representatives**" shall mean all of Provider's shareholders, officers, directors, partners, members, employees and contractors who furnish Contracted Services, including non-clinical administrative services and Treatment Services under this Agreement.

**B. Qualifications.** Each Provider Representative 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.** Provider represents to the Commission as of the Effective Date, and warrants to the Commission for the term of this Agreement that Provider 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. Provider will promptly furnish to the Commission all written documentation necessary to support this **representation and warranty.**

**D. No Benefit Contributions.** Provider shall be solely responsible for the compensation of Provider Representatives and may use Referendum Funding and Program Funding for such purposes, subject to the terms and conditions of this Agreement. Neither the Commission nor the Near Southwest Side 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, Provider or Provider Representatives.

**E. Notification of Events.** Provider shall notify the Commission by telephone or email and as provided in Section 12(I) as soon as possible after Provider 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 Provider Representative are denied, suspended, restricted, revoked or voluntarily relinquished;

ii. Provider or any Provider Representative becomes the subject of any suit, action or other legal proceeding arising out of Provider's or Provider Representative's services;

iii.Provider or any Provider Representative is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

- iv. Provider or any Provider 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. Provider or any Provider Representative is charged with or convicted of a criminal offense other than minor traffic violations;
- vi. Provider fails to maintain professional liability insurance required by this Agreement;
- vii. Provider or any Provider Representative fails to maintain eligibility to participate in Federal and/or State health care programs; or
- viii. Provider or any Provider Representative fails to comply with the terms and conditions of this Agreement.

**F. Compliance with Laws, Standards.** Provider will and will require each Provider 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.** Provider 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.** Provider represents and warrants to the Commission that it is Provider'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. Funding.**

**A. Obligations of the Commission Contingent on Referendum Funding.** Provider 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.

**B. Cost Reimbursement Prior to Go-Live Date.** Only to the extent that the Commission receives adequate Referendum Funding, the Commission will promptly issue to Provider reimbursement for pre-approved costs and expenses incurred by the Provider before the Go Live Date. To be eligible for reimbursement, all such costs and expenses must be supported by documentation acceptable to the Commission.

**C. Funding Disbursement and Use.**

- i. Only to the extent that the Commission receives adequate Referendum Funding, the Commission will issue to Provider the amount available for Contracted Services in pro-rated installments commencing on the Go-Live Date (pro-rated according to the number of days left in the calendar quarter in which the Go-Live Date occurs) and continuing on 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. Provider will use 100% of Referendum Funding received by Provider to furnish Treatment Services to Eligible Persons at the Program Center.
- iii. Provider will use 100% of collections arising from or in connection with Near Southwest Side Program Treatment Services to expand access to and increase the quality of Treatment Service available to Eligible Persons in the Program Service Area.
- iv. Provider will use 100% of funding from other sources, including payments from patients and payors for Treatment Services, and grant funding and direct contributions in connection with the Near Southwest Side Program (collectively, “**Program Funding**”), to expand access to and increase the quality of Treatment Services available to Eligible Persons in the Program Service Area.
- v. Provider must be able to demonstrate to the Commission that all Referendum Funding and Program Funding received by Provider is used by Provider as provided in this Agreement. Provider may use Referendum Funding and Program Funding to pay administrative and clinical costs and expenses directly associated with furnishing Treatment Services in the Program Service Area, 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 rents, insurance, utilities, security, services and systems;
  - e. Near Southwest Side Program community outreach, including marketing and promotion for the Near Southwest Side Program and the Treatment Services; and
  - f. Near Southwest Side Program grant-writing and fundraising efforts.
- vi. Provider will not use Referendum Funding or Program Funding for Provider costs or expenses, including overhead and administrative costs, incurred for any purpose unrelated to the Near Southwest Side Program.

vii. Provider will maintain all Referendum Funding and Program Funding in a separate bank account and will not commingle such funding with other funds under Provider's control.

**D. Billing.** Provider is or will as soon as possible after the Effective Date be credentialed to participate in Medicare, Medicaid, other health care reimbursement programs and commercial payor networks as necessary to bill and collect for Treatment Services furnished to Eligible Persons.

**E. Performance Audits.** Upon reasonable request, the Commission or its designee shall have the right to periodically audit Provider and Provider Representative performance of the Contracted Services, charges made and payments receiving by Provider and Provider Representatives for Treatment Services and otherwise confirm Provider and Provider Representative compliance with the terms and conditions of this Agreement (collectively referred to as "**Commission Review**"). Provider 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 Near Southwest Side Program or Provider. 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 Provider 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 Provider on or before the end of the 18<sup>th</sup> 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, Provider will cooperate with the Commission in good faith to agree in writing within thirty (30) calendar days after the Commission's decision whether Provider 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 Provider 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, Provider 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, 5I, 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.** Provider shall keep and maintain professional liability insurance coverage for itself and each Provider Representative 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 Provider Representative, \$3,000,000 in the aggregate per Provider 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, Provider 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 Provider is unable to obtain the required insurance for or on behalf of Provider Representatives, Provider shall require Provider 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 Provider nor Provider 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 Provider or applicable Provider Representatives for the cost thereof. The Commission may enforce its right of reimbursement through set-off against any sums otherwise payable to Provider or any Provider Representative who failed to maintain the required coverage. Provider shall provide Commission with a certificate or certificates of insurance certifying the existence of all coverages required hereunder. Provider and Provider 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 Provider or Provider Representatives.

**B. Other Insurance Coverage.** During the term of this Agreement, Provider 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 Provider covering any liability required by the workers’ compensation laws of the State of Illinois.

**C. Indemnification.**

i. General Liability. Provider will indemnify, defend and hold harmless the Commission, the Near Southwest Side 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 Provider or Provider Representatives, and all injury, loss, claims,

or damages arising from the acts or omissions of Provider or Provider Representatives; and (b) all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Commission and/or the Near Southwest Side Program in connection with the defense of such claims.

- ii. Employment-Related Liability. Provider will indemnify, defend and hold harmless the Commission and the Near Southwest Side 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, Provider or Provider personnel, including Provider Representatives; and (b) all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Commission and/or the Near Southwest Side Program in connection with the defense of such claims or liability.
- iii. Authorization to Work. Provider will indemnify, defend and hold harmless the Commission and the Near Southwest Side 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 Near Southwest Side Program in connection with the defense of such claims or liability.

## **10. Compliance.**

**A. Exclusion from Federal Health Care Programs.** Provider hereby represents and warrants to the Commission that neither it nor any of its owners, directors, officers, employees or representatives, including Provider 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 Provider 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.** Provider will require Provider 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 Provider 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.** Provider will promptly report to the Commission and the Commission may report to Provider 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 Provider Representatives, involved in the Compliance Deficiency. Within fourteen (14) calendar days after the Commission notifies Provider of a Compliance Deficiency, or Provider 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**"). Provider 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, Provider 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 Provider 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: Near Southwest Side Expanded Mental Health Services Program

Governing Commission

c/o David Babb

La Villita Community Church

2300 S Millard Ave

Chicago, IL 60623

Attn: Commissioner Babb, Chair, Governing Commission

Email: nsscommissionercrisostomo@gmail.com

If to Provider: [Provider Name]

[Provider Address]

Attn:

Telephone:

Email:

**J. Limitation on Control.** Neither the Commission nor the Near Southwest Side Program will have or exercise any control or direction over Provider or any Provider's Representative's clinical judgment or the methods by which Provider or any Provider's 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, Provider 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 Provider that are necessary to certify the nature and extent of any costs incurred by Commission or Provider in providing services under this Agreement. If Provider is requested to disclose books, documents or records pursuant to this Subsection for any purpose, Provider shall notify the Commission of the nature and scope of such request, with a copy of such notice to the Commission, and Provider shall make available, upon written request of the Commission, all such books, documents or records.

- O. Work Product.** Any deliverables Provider is required to develop for and to deliver to the Commission or the Near Southwest Side 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 Near Southwest Side 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, Provider hereby assigns all and will cause each Provider Representative to assign all of its/his/her right, title and interest in the Work Product to the Commission or the Near Southwest Side Program. Provider 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. Provider also warrants that it has the unqualified right to transfer all right, title and interest in the Work Product to the Commission or the Near Southwest Side 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 Near Southwest Side Program a license to use such third party content in the Work Product. Provider further warrants that the Work Product and the Commission or the Near Southwest Side 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.

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

**NEAR SOUTHWEST SIDE EXPANDED MENTAL HEALTH SERVICES PROGRAM  
GOVERNING COMMISSION**

By:

Name: Dylan Azadi

Title: President, Governing Commission

Dated: \_\_\_\_\_

**[PROVIDER NAME]**

By:

Name:

Title:

Dated:



tracks between Rockwell and Western; continuing south on the west side of the train tracks to 21<sup>st</sup> St.; continuing west on the northern side of 21<sup>st</sup> St. to Rockwell St.; continuing south on the west side of Rockwell St. to 23<sup>rd</sup> St.; continuing east on the south side of 23<sup>rd</sup> St. to Western Ave.; continuing north on the east side of Western Ave. to the Chicago Burlington and Quincy RR; continuing northeast on the south side of the Chicago Burlington and Quincy RR to a point just north of Hoyne Ave.; continuing north on the east side of a line from a point just north of Hoyne Ave. to the middle set of railroads of the Chicago Burlington and Quincy RR; continuing northeast on the south side of the middle set of the Chicago Burlington and Quincy RR to 16<sup>th</sup> St.; continuing east on the south side of 16<sup>th</sup> St. to Blue Island Ave.; continuing northeast on the southeast side of Blue Island Ave. to 14<sup>th</sup> Pl.; continuing east on the south side of 14<sup>th</sup> Pl. to Morgan St.; continuing south on the west side of Morgan St. to 16<sup>th</sup> St.; continuing east on the south side of 16<sup>th</sup> St. to the eastbound lanes of the Dan Ryan Express Way; continuing north on the east side of the eastbound lanes of the Dan Ryan Express Way to 14<sup>th</sup> Pl.; continuing east on the south side of 14<sup>th</sup> Pl. to Canal St.; continuing south on the west side of Canal St. to 16<sup>th</sup> St.; continuing east on the south side of a line across the South Branch of the Chicago River to Clark St.; continuing south on the west side of Clark St to Cermak Rd.; continuing west on the north side of Cermak Rd. to the Soo Line RR; continuing south on the west side of the Soo Line RR to 35<sup>th</sup> St.; continuing west on the north side of 35<sup>th</sup> St. to Wentworth Ave.; continuing south on the west side of Wentworth Ave. to 36<sup>th</sup> St.; continuing west on the north side of 36<sup>th</sup> St. to Wells St.; continuing south on the west side of Wells St. to 37<sup>th</sup> St.; continuing west on the north side of 37<sup>th</sup> St. to Princeton Ave.; continuing south on the west side of Princeton Ave. to Pershing Rd.; continuing west on the north side of Pershing Rd. to Halsted St.; continuing south on the west side of Halsted St. to 45<sup>th</sup> St.; continuing west on the north side of 45<sup>th</sup> St. to Racine Ave.; continuing west on the north side of a straight line to a set of train tracks just east of 45<sup>th</sup> St.; continuing northwest on the northeast side of the train tracks just east of 45<sup>th</sup> St. to a point just east of 45<sup>th</sup> St.; continuing southwest on the northwest side of a line from the train tracks to 45<sup>th</sup> St.; continuing west on the northern side of 45<sup>th</sup> St. to Ashland Ave.; continuing north on the east side of Ashland Ave. to Pershing Rd.; continuing west on the north side of Pershing Rd. to Hermitage Ave.; continuing north on the east side of Hermitage Ave to 38<sup>th</sup> St.; continuing east on the south side of 38<sup>th</sup> St. to Paulina St.; continuing south on the west side of Paulina St. to the alley between 38<sup>th</sup> St. and 38<sup>th</sup> Pl.; continuing east on the south side of the alley between 38<sup>th</sup> St. and 38<sup>th</sup> Pl. to the alley between Paulina St. and Ashland Ave.; continuing north on the east side of the alley between Paulina St. and Ashland Ave. to 38<sup>th</sup> St.; continuing east on the south side of 38<sup>th</sup> St. to Ashland Ave.; continuing north on the east side of Ashland Ave. to 37<sup>th</sup> Pl.; continuing west on the north side of 37<sup>th</sup> Pl. to Paulina St.; continuing north on the east side of Paulina St. to 37<sup>th</sup> St.; continuing west on the north side of 37<sup>th</sup> St. to Wood St.; continuing south on the west side of Wood St. to 38<sup>th</sup> St.; continuing west on the north side of 38<sup>th</sup> St. to Wolcott Ave.; continuing south on the west side of Wolcott Ave. to Pershing Rd.; continuing west on the north side of Pershing Rd to the eastern lanes of Western Blvd.; continuing north on the east side of Western Blvd. to Archer Ave.; continuing southwest on the northwest side of Archer Ave. to Rockwell St.; continuing north on the east side of Rockwell St. to 38<sup>th</sup> St.; continuing west on the north side of 38<sup>th</sup> St. to Washtenaw Ave.; continuing north on the east side of Washtenaw Ave. to 35<sup>th</sup> St.; continuing east on the south side of 35<sup>th</sup> St. to the Baltimore and Ohio RR; continuing north on the east side of Baltimore and Ohio RR to the northern edge of the Chicago Sanitary and Ship Canal; continuing southwest on the northern edge on the north side of the Chicago Sanitary and Ship Canal to California Ave.; continuing south on the west side of California Ave. to the southern edge of the Chicago Sanitary and Ship Canal; continuing southwest on the north side of the southern edge of the Chicago Sanitary and Ship Canal to the Chicago Belt RR; continuing north on the east side of the Chicago Belt RR to the Chicago Burlington and Quincy RR.