

SOCIAL INNOVATION FUND PAY FOR SUCCESS
Service Recipient No. 18-053-G
SERVICE RECIPIENT AGREEMENT

This Social Innovation Fund Pay for Success Service Recipient Agreement (the “Agreement”), dated September 1, 2018, is made and entered by and between Corporation for Supportive Housing, a Delaware not for profit corporation (“CSH”) whose address is 61 Broadway, Suite 2300, New York, New York 10006, and Lake County Community Development (“Service Recipient”), a government agency whose address is 500 W. Winchester Road, Unit 101, Libertyville, IL 60048.

The Corporation for National and Community Service (“CNCS”) is a federal agency whose mission is to improve lives, strengthen communities, and foster civic participation through service and volunteering. The Social Innovation Fund (“SIF”) is CNCS’s innovative program that awards grants to and works with existing grant-making institutions to direct resources to innovative, community-based nonprofit organizations to identify, validate, and grow promising approaches to challenges facing local communities. Funding for this Agreement is provided by CNCS via the SIF (CFDA No. 94.024).

This Agreement specifies the terms and conditions under which CSH and the Service Recipient, individually and collectively hereinafter referred to as the “Parties”, shall participate in the conduct of a program supporting pay for success initiatives via the SIF. Under the SIF, Service Recipient is a sub-recipient of technical assistance services from CSH in accordance with 42 U.S.C. §12653k(j) (“Subrecipient”).

1. **Services to be provided.** The Service Recipient agrees to carry out the program services described in Attachment I entitled “Scope of Services,” and may be further identified in Attachment II entitled “Budget” (the “Services”) in a lawful, satisfactory and proper manner, and in accordance with written policies and procedures as may be prescribed by CNCS and CSH and federal rules, regulations, terms and conditions. The Service Recipient agrees to provide all of the necessary qualified personnel, equipment, materials, and facilities to perform the Services.

In no event may funds expended under this Agreement be used in whole or in part, in violation of the prohibition on use of funds set forth in 42 U.S.C. §12634. In its performance of the Services, the Service Recipient agrees it shall not (a) attempt to influence legislation; (b) organize or engage in protests, petitions, boycotts, or strikes; (c) assist, promote or deter union organizing; (d) impair existing contracts for services or collective bargaining agreements; (e) engage in partisan political activities or other activities designed to influence the outcome of an election to any public office; (f) conduct a voter registration drive or use funds received hereunder to conduct a voter registration drive; (g) participate in, or endorse, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officers; (h) engage in religious instruction, conduct worship services, provide instruction as part of a program that

includes mandatory religious instruction or worship, construct or operate facilities devoted to religious instruction or worship, maintain facilities primarily or inherently devoted to religious instruction or worship, or engage in any form of religious proselytization; (i) provide a direct benefit to: (1) a for-profit entity, (2) a labor union, (3) a partisan political organization, (4) an organization engaged in the religious activities described in the preceding clause (h) unless funds received hereunder are not used to support the religious activities, or (5) a nonprofit entity that fails to comply with the restrictions contained in Section(c)(3) of U.S.C. Title 26; (j) provide abortion services or referrals for receipt of such services; (k) use funds received hereunder for international travel or projects where the primary beneficiaries of an activity are outside the United States; (l) engage in severe forms of trafficking in persons during the term of this Agreement; (m) procure a commercial sex act during the term of this Agreement; or (n) use forced labor in the performance of the Services; or (o) engage in such other activities as CNCS may prohibit.

2. **Agreement period.** This Agreement shall begin on September 10, 2018 and end on November 30, 2019, unless such time is extended by written agreement of the Parties.
3. **Non-federal matching funds.** Service Recipient agrees to provide staff time with value equivalent to at least \$50,000 and funded from non-federal sources (the “Staff Time Match”) in accordance with Attachment II.

Work reported as Staff Time Match must be supported by timesheets that are maintained in accordance with applicable Office of Management and Budget (“OMB”) cost principles. Timesheets must reflect an after-the-fact determination of actual activities of an employee (i.e. budget estimates are not allowed). Timesheets must be certified by the employee and approved by a supervisor or someone who has first-hand knowledge of the actual work performed by the employee.

The Service Recipient understands that if the Staff Time Match is not in place at the end of each quarterly reporting period, the Service Recipient shall not be eligible for continuation of technical assistance until the Staff Time Match requirement has been met or unless agreed to in writing by CSH.

4. **Availability of Funds.** Services provided pursuant to this Agreement is contingent upon the availability of funds from CNCS. In the event any portion of such funds are not provided or not available to CSH, CSH may immediately terminate this agreement due to unavailability of funds. In this event, to the extent possible, CSH shall inform the Service Recipient of such unavailability within five (5) business days. In the event that funds are reduced from CNCS, CSH may unilaterally revise the Service Recipient’s Scope of Services as described in Attachment I, including the Service Recipient’s Budget in Attachment II, and reduce the Staff Time Match requirement accordingly.
5. **Training and Technical Assistance.** To the extent requested by CSH, the Service Recipient, in its capacity as a Subrecipient, agrees to participate and be actively engaged in technical assistance offered to Service Recipient by CSH. The Service Recipient shall not receive TA from another TA provider under the SIF Pay for Success program that is duplicative with the TA provided under this Agreement. The Service Recipient agrees to participate in all training sessions made available by CNCS or CSH relating to this Agreement. The Service Recipient

further agrees to have at least one (1) trained staff member who understands all of the compliance requirements stipulated in this Agreement including all of the terms and conditions.

6. **Audit Requirements.** Service Recipients that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 and applicable federal regulations. Such audit report shall be provided to CSH by the earlier date of either thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the Service Recipient's year end. Service Recipients that expend less than \$750,000 in federal funds during a fiscal year agree to have a financial statement audit performed in accordance with auditing standards generally accepted in the United States of America and provide CSH with a copy of such audit report by the earlier date of either thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the Service Recipient's year end.
7. **Financial Management.** The Service Recipient shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. The Service Recipient's financial management systems shall be capable of distinguishing receipts and expenditures attributable to the non-federal matching funds under the Agreement from expenditures not under the Agreement. The systems shall be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. The Service Recipient shall maintain written policies and procedures and shall apply costs consistently and uniformly.

Any changes to the Budget in Attachment II shall require the prior written approval of CSH. The Service Recipient shall notify CSH of any change in the staffing of positions listed in the Budget in Attachment II within ten (10) business days of such change.

8. **Reporting Requirements.**

- a. **Financial Reporting.** The Service Recipient shall submit to CSH quarterly financial results reflecting the amount of in-kind match spent. Exact parameters of the reports shall be defined in writing by CSH, in accordance with guidelines from CNCS, and are subject to change throughout the course of the Agreement period.

The Service Recipient shall provide all required documentation accompanying the financial reimbursement as outlined by CSH. Reports must be submitted to CSH within fifteen (15) days after the end of the last day of each month with the final reports due within forty-five (45) days of the last day of the Agreement unless there is an agreed upon written extension by CSH.

- b. **Programmatic Reporting.** The Service Recipient shall submit one mid-term progress report assessing progress with respect to agreed-upon performance metrics, including but not limited to: programmatic success, challenges, stories, and progress to-date on activities (see Attachment I). This report will be due on September 30, 2018 unless CSH specifies another due date in writing. The Service Recipient also agrees to provide CSH with such programmatic information as may be requested on a quarterly basis.

- c. ***Fraud, Waste, and Abuse.*** The Service Recipient will promptly report to CSH when it first suspects a criminal violation has occurred, including, without limitation, criminal fraud, theft or embezzlement, forgery, corruption, bribery, kickbacks, acceptance of illegal gratuities or extortion, or actual or suspected fraud, waste or abuse has occurred.
 - d. ***Executive Compensation.*** By the end of the first full calendar month following the date hereof, the Service Recipient shall report the names and total compensation of each of the Service Recipient's five most highly compensated executives for its preceding completed fiscal year, if:
 - i. in the Service Recipient's preceding fiscal year, the Service Recipient received:
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards; and
 - ii. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
9. **Examination of Records.** The Service Recipient agrees that any duly authorized representative of CSH shall, until the expiration of five (5) years after the final payment under this Agreement, or such longer period as may be required due to an audit finding, have access to and the right to examine any books, documents, papers and records of the Service Recipient involving transactions related to this Agreement. CSH and CNCS, through authorized representatives, have the right, at all reasonable times, to make site visits to review program accomplishments, review records, activities, organizational procedures and financial control systems, conduct interviews, request additional information, and provide such technical assistance as may be required. If any site visit is made on the premises of the Service Recipient, the Service Recipient shall provide all reasonable facilities and assistance for the safety and convenience of CSH and CNCS's representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly interfere with or delay the work performed under this Agreement.

CSH is responsible for monitoring the Service Recipient as required by CNCS and OMB Circular A-133, Compliance Supplement, Section M. CSH's monitoring will involve Service Recipient reporting (programmatic and financial) to CSH, monthly contact between the Parties, desk reviews and site visits. Consequently, CSH has the right to review and evaluate Service Recipient records, activities, organizational procedures and financial control systems, to conduct interviews and other assessment techniques as deemed necessary.

The Service Recipient shall be subject to various monitoring and evaluation requirements to assure compliance with applicable federal requirements and that performance goals are being achieved. The Service Recipient's performance may be reviewed monthly, or more often, by the appropriate operational unit at CSH which has program management responsibility. All records required to perform such monitoring shall be made available to the authorized CSH staff by the Service Recipient. All reports submitted by the Service Recipient shall be utilized as part of the monitoring of the Service Recipient's performance hereunder.

10. **Confidentiality.** It is expected that the Services of this Agreement can be carried out without any of the Parties disclosing confidential information of the other. However, should it become necessary to disclose confidential information, the Parties shall notify each other in advance of the disclosure and shall negotiate in good faith with respect to protecting such confidential information.
11. **No Discrimination in Employment.** In connection with the performance of services under this Agreement, the Service Recipient agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
12. **Service Recipient's Insurance.** *[Not Applicable to Political Subdivisions of a State]*. Service Recipient agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Service Recipient shall keep the required insurance coverage in force at all times during the term of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in [INSERT STATE OF SERVICE RECIPIENT OPERATIONS] and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Corporation for Supportive Housing, 61 Broadway, Suite 2300, New York, New York 10006. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Service Recipient shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested.

If any policy is in excess of a deductible or self-insured retention, CSH must be notified by the Service Recipient. Service Recipient shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Service Recipient. The Service Recipient shall maintain, at its own expense, any additional kinds or

amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

Service Recipient may not commence services or work relating to the Agreement prior to placement of coverage. Service Recipient certifies that the certificate of insurance, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. CSH requests that CSH's contract number be referenced on the Certificate. CSH's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Service Recipient's breach of this Agreement or of any of CSH's rights or remedies under this Agreement.

For commercial general liability and auto liability, Service Recipient and Service Recipient's insurer(s) shall name CSH, its officials, employees and volunteers as additional insured.

For all coverages, Service Recipient's insurer shall waive subrogation rights against CSH.

Service Recipient shall maintain the coverage as required by statute for each work location and shall maintain Employer's liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, and \$500,000 aggregate for all bodily injuries. Service Recipient expressly represents to CSH, as a material representation upon which CSH is relying in entering into this Agreement, that none of the Service Recipient's officers or employees who may be eligible under any statute or law to reject workers' compensation insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Service Recipient executes this Agreement.

Service Recipient shall maintain a commercial general liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

Service Recipient shall maintain business automobile liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

For commercial general liability and excess liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs in excess of policy limits;
- (c) A severability of interests, separation of insureds or cross liability provision; and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by CSH.

For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to CSH, whichever is earlier.

Service Recipient shall advise CSH in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per

occurrence limit, the Service Recipient shall procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

- 13. Defense and Indemnifications.** *[Not Applicable to Political Subdivisions of a State]*. The Service Recipient hereby agrees to defend, indemnify, and hold harmless CSH, its directors, trustees, officers, employees, volunteers and agents against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the services performed under this Agreement (“Claim” or “Claims”), unless and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of CSH. This indemnity shall be interpreted in the broadest possible manner to indemnify CSH for any acts or omissions of the Service Recipient, either passive or active, irrespective of fault, including CSH’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of CSH.

The Service Recipient’s duty to defend and indemnify CSH shall arise at the time written notice of the Claim is first provided to CSH regardless of whether Claimant has filed suit on the Claim. The Service Recipient’s duty to defend and indemnify CSH shall arise even if CSH is the only party sued by claimant and/ or claimant alleges that CSH’s negligence or willful misconduct was the sole cause of claimant’s damages.

The Service Recipient shall defend any and all Claims which may be brought or threatened against CSH and shall pay on behalf of CSH any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of CSH shall be in addition to any other legal remedies available to CSH and shall not be considered CSH’s exclusive remedy.

Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Service Recipient under the terms of this indemnification obligation.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

Nothing in this Agreement shall be construed to constitute CSH and the Service Recipient as being in a joint venture or legal partnership. It is understood and agreed that the status of the Service Recipient shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Recipient or its employees are employees or officers of CSH.

- 14. Liability for Negligence.** Service Recipient shall be responsible for damages to the extent caused by the negligence of its officers, agents and employees arising from the performance of this Agreement. CSH shall be responsible for all damages to the extent caused by the negligence of its officers, agents and employees arising from the performance of this Agreement.
- 15. Assignment and Subcontracting.** CSH shall not be obligated or liable under this Agreement to any party other than the Service Recipient named herein. The Service Recipient understands

and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement and the Service Recipient herein named shall in any and all events be and remain responsible to CSH according to the terms of this Agreement. It is the express intention of CSH and the Service Recipient that any person other than CSH or the Service Recipient receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16. **Conflict of Interest.** The Parties agree that no employee of CSH shall have any personal or beneficial interest whatsoever in the services or property described herein and the Service Recipient further agrees not to hire or contract for services any employee or officer of CSH.
17. **Tax Status.** The Service Recipient has furnished CSH with (i) a copy of its letter from the Internal Revenue Service recognizing that the Service Recipient is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the “IRC”) and that it is not a private foundation as defined in IRC Section 509(a), or (ii) evidence that it is an appropriate government entity as described in Section 170(c)(1) of the IRC. The Service Recipient must provide CSH written notice within ten (10) business days of any change or potential change in the Service Recipient’s tax exempt or non-private foundation status.
18. **Modification/Termination.** CSH reserves the right to discontinue technical assistance to be provided under this Agreement if, in CSH’s sole discretion, such action is necessary. In the event that CSH determines, in its sole discretion, that Service Recipient has breached or failed to carry out any material provision of this Agreement, CSH may, in addition to other legal remedies, exercise its revocation rights. These include the right to terminate this Agreement.

If the Service Recipient does not adhere to the compliance requirements as stipulated in this Agreement, including, without limitation, CNCS’s terms and conditions, such as non-compliance on audits, CSH has the right to suspend or terminate this Agreement until the Service Recipient remedies such non-compliance to the satisfaction of CSH. Such suspension or termination for non-compliance with the terms and conditions shall be immediate, per written notification from CSH.

CSH shall terminate or suspend this Agreement for failure to comply with the stated Scope of Services outlined in Attachment I.

This Agreement shall automatically terminate upon the filing of any petition or the commencement of any proceeding by or against the Service Recipient for relief under bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of debts, reorganization, dissolution or liquidation. Service Recipient shall notify CSH within ten (10) business days in the event of any of the above.

Either Party may terminate this Agreement upon thirty (30) days written notification to the other Party. However, in the event that CNCS terminates its award to CSH pursuant to Section 4, this Agreement shall be immediately terminated. Upon termination, Service Recipient shall make all reasonable efforts to mitigate costs. Service Recipient shall furnish to CSH all necessary reports of research completed or in progress through the date of termination.

The Service Recipient shall follow the rules for terminated costs from OMB Circular A-122, Attachment B, No. 48 “Termination Costs Applicable to Sponsored Agreements” (2 CFR Part 230).

19. **Publicity.** Neither Party shall identify the other Party in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of the other Party or its entities, whether registered or not, or use the name, title, likeness, or statement of any employee, or consultant, without the other Party’s prior written consent. If Service Recipient is to use CSH’s logo in any print or electronic materials, the Service Recipient shall contact CSH to obtain its written consent, and to secure the appropriate logo file and to receive usage guidelines with which the Service Recipient shall comply. Any use of the other Party’s name shall be limited to statements of fact and shall not imply endorsement by that Party to the other Party’s products or services. Without further notice, CSH may include information regarding the Agreement, the amount and purpose of the Agreement, Service Recipient’s name, any photographs, logo or trademark of the Service Recipient, and other published/printed information or materials provided by the Service Recipient to CSH and Service Recipient’s activities, in CSH’s periodic public reports, newsletters, news releases or any other CSH publication or announcement produced or published by any means. Use of Service Recipient’s logos and trademarks excepting Service Recipient’s name requires prior approval, which shall not be unreasonably withheld and which shall be granted without further consideration.

20. **Acknowledgment of Support.** Publications created or developed and funded under the Agreement must be consistent with the purposes of the Agreement. CNCS's logo may be included on such documents. The Service Recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Agreement.

“This material is based upon work supported by the Corporation for National and Community Service (CNCS) and Corporation for Supportive Housing under Social Innovation Fund Grant No. 16PSHNY002. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS, Corporation for Supportive Housing or the Social Innovation Fund Program.”

21. **Sharing Results.** CSH reserves the right to use at its sole discretion any and all data, research, publications, and stories submitted to CSH. Program and outcome data shall be collected and shared for the benefit of CSH, CNCS, and the community at large. This data shall be used for research, analysis, and/or program effectiveness. As the data is made available to the community, it will be subjected to all applicable requirements regarding privacy and confidentiality. Service Recipient agrees to share the results and findings of the Service Recipient Evaluation Plan freely with other agencies, the professional public, the general public and policymakers. In addition, CSH retains the right to announce subaward and share results on its website, in its annual report, and in the media. Service Recipient is responsible for coordinating with CSH before any findings from evaluation studies are shared with the general community. CSH reserves the right to pre-publication review thirty (30) days prior to submission for review of publication for any dissemination of findings. The Service Recipient

must include this Section 21, Shared Results in any agreements with contracted service providers including direct services and evaluation.

22. **Cooperation.** Service Recipient shall cooperate with CSH in the mutual effort to disseminate information concerning the Agreement, the program, and its results, including, but not limited to, providing the assistance CSH reasonably requests in complying with any dissemination plan CSH may adopt concerning the Agreement.
23. **Electronic Signatures and Electronic Records.** The Service Recipient consents to the use of electronic signatures by the Parties. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by CSH in the manner specified by CSH. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
24. **Laws and Regulations.** The laws and regulations in this Agreement are in compliance with federal law and, to the extent not inconsistent therewith, the laws of the State of New York. The Parties agree to comply with all applicable local, state and federal laws and regulations regarding the work conducted under this Agreement, including criminal background checks. Service Recipient further agrees to comply with all applicable regulations included in Attachment III herein. All Service Recipient contractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein.
25. **Dispute Resolution.** If any dispute arises between the listed Parties in connection with this Agreement and it cannot be resolved by mutual agreement after meetings between the Parties, it shall be submitted to a neutral third party appointed by the American Arbitration Association or other arbitrator agreed to by the Parties. Arbitration shall be held in New York, New York, or at some other mutually agreeable location.
26. **Severability.** If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions shall be divisible from this Agreement and deemed to be deleted from the Agreement. If the deletion substantially alters the basis of the Agreement, the Parties shall negotiate in good faith to amend the provisions of the Agreement to give effect to the original intent of the Parties.
27. **Amendments or Changes.** Amendments or changes to this Agreement must be in writing and signed by each Party's authorized representative.
28. **Representations & Certifications.** Service Recipient agrees to exercise its reasonable efforts to ensure that compliance, assurances and certifications required by CNCS are met. Such compliance, assurances and certifications required of the Service Recipient shall include all of the items listed and prescribed under Attachment III.

By signing this Agreement, the Service Recipient agrees to maintain current the aforementioned representations and certifications for the duration of the conduct of this program.

29. **Authority.** The undersigned certifies that he or she is a duly authorized officer of the Service Recipient and, as such, is authorized to execute this Agreement on behalf of the Service Recipient, to obligate the Service Recipient to observe all of the terms and conditions contained in this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Service Recipient all contract agreements, representations, receipts, reports, and other instruments of every kind.
30. **Notices.** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Service Recipient at:

Lake County Community Development
ATTN: Jodi Gingiss
500 W. Winchester Road, unit 101
Libertyville, IL 60048
847.377.2139
Jgingiss@lakecountyil.gov

And if to CSH at:

Corporation for Supportive Housing
Attn: Stephanie Mercier, Director
61 Broadway, Suite 2300
New York, New York 10006
734-476-0716
stephanie.mercier@csh.org

Corporation for Supportive Housing
Attn: Natalie Hinds-Roberts
61 Broadway, Suite 2300
New York, New York 10006
(212) 986-2966 ext. 244
Natalie.Hindsroberts@csh.org

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

31. **Attachments.** The Agreement has Attachments I – III:

Attachment I	Scope of Services
Attachment II	Budget (includes Budget Narrative)
Attachment III	Requirements/Certifications for Service Recipients

32. **Background Checks.** The Service Recipient shall perform a background check on all individuals as required under, and in accordance with, 45 CFR §§2540.200 - .207 and all applicable state and local laws. Service Recipients must also ensure accompaniment and documentation of accompaniment of anyone with a pending check when in contact with vulnerable populations.
33. **Central Contractor Registration (CCR) and Universal Identifier Requirements.** The Service Recipient must be registered on the Central Contractor Registration (“CCR”) currently at <https://www.sam.gov/>. Unless the Service Recipient is exempted from this requirement under 2 CFR 25.110, the Service Recipient must maintain, at least annually, the currency of information in the CCR until the final financial report that is required under this award is submitted or there is receipt of final payment, whichever is later.
- The Service Recipient must have a Data Universal Numbering System (“DUNS”) Number. No entity may receive an award until the DUNS number is provided to CSH.
34. **Entire Agreement.** This Agreement represents the entire agreement and understandings between the Parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the Parties regarding this subject matter.

18-053-G

Service Recipient Number

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed and delivered as of the date and year first above written.

CORPORATION FOR
SUPPORTIVE HOUSING

LAKE COUNTY COMMUNITY
DEVELOPMENT

Signature

David Provost

Name

Chief Financial Officer

Title

Signature

Name of Authorized Signer

Title

Attachment I
Scope of Services
Term: September 10, 2018 to November 30, 2019

1. The term noted above represents the total period over which services may be provided. CSH may at its sole discretion, terminate assistance prior to this date if the scope of services is completed or if it determines that it will not be possible to complete the full scope of services due to strategic considerations or a lack of participation on the part of the Service Recipient.
2. Service Recipient will provide a lead point of contact for CSH for the duration of the project. This contact will respond promptly to CSH and participate in webinars, calls and meetings to further the achievement of the activities outlined in this section. CSH will also provide a lead point of contact as well as additional staff with specific expertise who will respond promptly and fully collaborate with the Service Recipient. If any of these designated staff leave their respective organizations or roles, a new point of contact will be promptly identified.
3. Coordinate and facilitate 1-2 on site training sessions and site visits and make available key members of the team to discuss with CSH questions relating to capacity building and pay for success ("PFS") efforts.

4. Service Provider Capacity Building Support

- Participate in a readiness assessment to flag key areas of support needed
- Participate in the Supportive Housing Pay for Success Readiness Academy which may include training sessions covering topics such as:
 - Overview of the PFS model and implications for service providers
 - Intellectual Capital: Investments in data and metrics
 - Financial Capital: The impact of outcomes-oriented funding on capitalization, planning and financial health
 - Human/Social Capital: How PFS impacts staff, boards, and partners and what's expected in a PFS contract
 - Designing a quality Supportive Housing intervention
- Receive an individualized coaching plan and follow up support.

5. Furthering Pay for Success Project Development

CSH will also work with each provider and other key stakeholders to move forward the overall PFS transaction in development. This work may include, but is not limited to:

- Working with each service provider to fully review current costs of services provided and develop a detailed service delivery model
- Reviewing or further developing the overall housing and services plan for the PFS initiative to be implemented and ensuring alignment among the partners and leverage components
- Defining the eligibility and enrollment strategy in collaboration with end payors and evaluation partners
- Producing summary of service provider engagement and plan to quickly ramp up and implement the PFS transaction.

Attachment II
Budget

Attachment III
Requirements/Certifications for Service Recipients

Requirements

Federal laws and regulations to which, if applicable, the Service Recipient agrees to comply with include, but are not limited to, the following:

2 CFR Part 175—Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

2 CFR Parts 180 and 2200—Nonprocurement Debarment and Suspension

2 CFR Parts 182 and 2245; 45 CFR Part 2545—Government-wide Requirements for Drug-Free Workplace

2 CFR Part 215 and 45 CFR Part 2543—Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2 CFR Part 225—Cost Principles for State, Local, and Indian Tribal Governments Organizations (OMB Circular A-87)

2 CFR Part 230—Cost Principles for Non-Profit Organizations (OMB Circular A-122)

42 U.S.C. §12653k—Funds

45 CFR Parts 2510, 2522, 2540, 2551 and 2552—Criminal History Check Requirements

45 CFR Part 2541—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments)

45 CFR Part 2555—Nondiscrimination On The Basis Of Sex in Education Programs or Activities Receiving Federal Financial Assistance

The Single Audit Act of 1984, as amended (31 U.S.C. Chapter 75) and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or

regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F)

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.

Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).

P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

45 CFR 2541 to 2543, Other Statutes, Regulations and Authorities

All other Federal laws, executive orders, regulations, application guidelines, and policies governing the SIF.

Grant Program Civil Rights and Non-Harassment Policy

CNCS has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, shall immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of

this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

Certifications

General

The Service Recipient certifies that it:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this Agreement;
- Will give the CSH, CNCS, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain;
- Will use the funds received hereunder in order to replicate or expand proven initiatives, or support new initiatives, in low-income communities; and
- Commit to cooperate with any evaluation activities undertaken by CNCS or CSH.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?* The Service Recipient certifies that neither the Service Recipient nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

The Service Recipient shall notify CSH in writing within 10 business days if at any time it learns that it failed to disclose that it or any of its principals were debarred, suspended, ineligible, or excluded at the time the Parties executed this Agreement, or if due to changed circumstances the Service Recipient or any of its principals have subsequently been debarred, suspended, ineligible, or excluded by a federal Service Recipient.

Drug Free Workplace

This certification is required by CNCS's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 2 CFR Parts 182 and 2245. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CSH determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension of termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

The Service Recipient certifies that it will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance of rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, the Service Recipient certifies that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the Service Recipient, to any person or agent acting for the Service Recipient, related to activity designed to influence the enactment of legislation, appropriations, administrative action, proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Service Recipient will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The Service Recipient will require that the language of this certification be included in the award documents for all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subcontractors will certify and disclose accordingly.
- If applicable, grant funds are not earmarked to be used in any disallowed attempt to influence legislation within the meaning of IRC Section 4945(e), or to engage in any other activity which, if conducted directly by CSH, would result in the imposition of any tax on CSH under IRC Chapter 42. If the program involves public policy issues, CSH is relying upon Service Recipient's representations, made in Service Recipient's grant request and proposed budget, that the amount of this Agreement does not exceed the amount budgeted by Service Recipient for activities of the program that are not disallowed attempts to influence legislation within the meaning of IRC Section 4945(e).
- If applicable, Service Recipient shall not use any portion of the grant funds to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in IRC Section 4945(f), to induce or encourage violations of law or take any other action inconsistent with IRC Section 501(c)(3).

Nondiscrimination; Public Notice and Records Compliance

The Service Recipient commits that it will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d)

The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this application.

The Service Recipient will notify Service Recipients, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Service Recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS. Sample language is:

This program is available to all, without regard for race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of CNCS. If you believe that you or others have been discriminated against, or if you want more information, contact: (Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and email address of the Service Recipient) or

*Office of Civil Rights and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

The Service Recipient must include information on civil rights requirements, complaint procedures, and the rights of beneficiaries in handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Service Recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is **This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Service Recipient shall

take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

The Service Recipient must keep records and make available to CNCS timely, complete and accurate compliance information to allow CNCS to determine if the Service Recipient is complying with the civil rights statutes and implementing regulations. When applicable, where the Service Recipient extends federal financial assistance to sub-recipients/subgrantees, such sub-recipients/subgrantees must make available compliance information to the Service Recipient so it can carry out its civil rights obligations.