



PROFESSIONAL SERVICES AGREEMENT

BETWEEN

Community Unit School District 200

and

Metropolitan Family Services - DuPage

This Professional Services Agreement ("Agreement") is entered into by Metropolitan Family Services - DuPage ("MFS"), a 501(c)(3) Corporation organized in Illinois with offices at 222 Willow Street, Wheaton, Illinois and **Community Unit School District 200 ("DISTRICT")** with its main offices at 130 W. Park Avenue, Wheaton, Illinois 60189. MFS and DISTRICT are collectively referred to herein as "Parties" or individually as a "Party."

RECITALS

WHEREAS, MFS and DISTRICT desire to enter into the Agreement for the provision of services under the Wheaton Warrenville Early Childhood Collaboration (WWECC), as set forth herein.

WHEREAS, DISTRICT is authorized, in accordance with section 10-20.10 of The School Code, 105 ILCS 5/1-1 et seq., to award contracts for supplies, materials or work, including contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part.

NOW, THEREFORE in consideration of the mutual promises and the terms and conditions set forth herein, MFS and DISTRICT agree as follows:

ARTICLE I. AWARD INFORMATION, DUTIES, AND RESPONSIBILITIES

Section 1.01 MFS Information

MFS certifies that (a) MFS's DUNS number is _____, (b) MFS's federal employer identification number (FEIN) is _____, (c) MFS has an active State registration and/or System for Award Management (SAM) registration, and, (d) is doing business as a tax exempt organization. MFS shall notify DISTRICT as soon as practicable if there is a change in MFS's legal status, FEIN, DUNS number, State and/or SAM registration status, or address.

Section 1.02 Period of Performance

This Agreement shall be effective July 1, 2021 and expire on June 30, 2022, unless terminated pursuant to this Agreement.

Section 1.03 Compensation

DISTRICT shall pay MFS up to, but not to exceed \$30,000.00 for the satisfactory performance of Services.

Section 1.04 Scope of Work

MFS shall perform the services ("Services") as described in, and in accordance with, the Scope of Work attached hereto and incorporated by reference herein.

Section 1.05 Compliance

MFS certifies that it is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services, in effect now or later and as amended from time to time, including but not limited to, the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A). Further, MFS certifies it shall comply with all MFS policies and rules.

Section 1.06 Performance of Services and Standards**A. Deliverables**

In performing the Services, MFS shall prepare and/or provide the deliverables described in the Scope of Work, along with any other work product required by DISTRICT that may consist of documents, data, studies, reports, findings or information in any form, prepared or assembled either in hard copy or electronically (hereinafter, collectively, "Deliverables").

B. Evaluations/Meetings

MFS shall participate in, and cooperate with, evaluation activities regarding the grant program, conducted by or on behalf of DISTRICT to support quality improvement activities of organizational development, planning for developing sustainability, and other business matters; service coordination, resource development, in-service training, planning, implementing and evaluation

MFS shall timely perform, and ensure subcontractors timely perform, all Deliverables required by the Agreement in accordance with the terms and conditions of this Agreement, and any federal, state and local laws and regulations applicable to this Agreement.

MFS assures that all Services that require the use of licensed professionals will be performed by professionals appropriately licensed and qualified and competent in the applicable discipline.

Section 1.07 Scope and Budget Revisions

All requests for budget or program revisions that require DISTRICT approval shall be signed by

MFS's authorized representative and submitted to DISTRICT for approval. Budget or program revision requests are effective upon written approval by DISTRICT.

Section 1.08 Record Retention

MFS and any subcontractors shall maintain all records and documentation conforming to all requirements prescribed within this Agreement for at least seven (7) years from the date of submission of the final expenditure report, and pursuant to all other state and federal regulations that are applicable to the collection, use, and revelation of data or information under this Agreement.

Section 1.09 Subcontracts and Assignments

MFS shall not subcontract, assign, delegate or otherwise transfer all or any part of its obligations or funds under this Agreement or any part hereof without a signed agreement with the subcontractor. MFS shall require any subcontractor funded through this Agreement to comply with the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement.

Section 1.10 Personnel

MFS is solely responsible for supervision of personnel and directing the Services to be performed during the term of the Agreement. MFS may substitute key personnel after obtaining prior written approval from DISTRICT. MFS agrees to maintain records documenting compliance with all aspects of this hiring process, including resumes and job descriptions. All personnel hired pursuant to this Agreement shall meet the requirements detailed in Section 1.06 and Section 1.18.

Section 1.11 Criminal Activity and Background Checks

MFS represents and warrants that, at its own cost, expense, and liability, it shall have a complete criminal history records check on all employees, agents, subcontractors and volunteers, prior to those individuals being hired or working on the program.

MFS certifies it will perform its due diligence in hiring employees, agents, subcontractors and volunteers and assumes all liability for those hiring decisions, subgrants and subcontracts. MFS is solely liable for all lawsuits, injuries, damages and/or violations to applicable local, state and federal law regarding any personnel issues.

Section 1.12 Confidentiality and Duty to Notify

This Section outlines the ways in which MFS will collect, store, share and use confidential data and information.

"Confidential Information" is defined as (a) information that contains Personally Identifiable Information (PII) of participants (information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (2 CFR 200.79)) and (b) various processes, information, records and specifications owned or licensed by MFS and/or used by MFS in



connection with the operation of its business and services, methods, client lists, accounts, and procedures.

MFS shall only disclose Confidential Information to its officers, agents, employees, and subcontractors who have a need to access the Confidential Information. All individuals with access to Confidential Information shall fully comply with all applicable confidentiality requirements of the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110), the Health Insurance Portability and Accountability Act (HIPAA), and all other state and federal regulations that are applicable to the collection, use, and revelation of data or information under this Agreement.

MFS shall: a) protect against unauthorized use or disclosure of Confidential Information; b) report to DISTRICT any unauthorized disclosures; and c) impose the same restrictions upon MFS or subcontractors. Prior to providing access to any such Confidential Information, MFS shall require all of its officers, agents, employees, and subcontractors who may have access to Confidential Information to agree in writing to the same obligations that MFS has assumed in this Agreement with respect to Confidential Information. Appropriate administrative, technical, and physical safeguards shall be used to protect confidentiality.

MFS further agrees to: (1) obtain a written agreement from the officer, agent, employee, or subcontractor that s/he will abide by data sharing terms; (2) oversee the officer, agent, employee or subcontractor use of data to ensure compliance with the terms of the Agreement, and (3) revoke access when the officer, agent, employee or subcontractor need for the access terminates or as appropriate to ensure compliance with the Agreement.

If MFS is required to disclose any of the aforementioned information by subpoena or court order, MFS shall immediately notify DISTRICT, to the extent possible, so that DISTRICT may take steps to seek an appropriate protective order or otherwise resist such request. In the event that a protective order or other remedy is not obtained, MFS agrees to furnish only the portion of the information which is legally required by the request and will use reasonable efforts to obtain assurances that confidential treatment will be accorded any Confidential Information listed above.

Section 1.13 Non-Discrimination

MFS certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, unfavorable discharge from military service, or any other class protected by any applicable local, state, or federal law.

MFS shall comply with all applicable local, state, and federal non-discrimination laws, rules, regulations, and ordinances.

Section 1.14 Termination, Suspension of Services, Remedies, and Turnover of Documents and Records

- A. DISTRICT shall have the right to cancel this Agreement for cause, including MFS's breach of contract or DISTRICT loss of this specific funding upon sixty (60) days prior written notice to the other party.
- B. **Suspension of Services:** DISTRICT may, upon thirty (30)-calendar days written notice, direct MFS to suspend Services in whole or part. DISTRICT may also direct MFS to immediately suspend Services in whole or part for concerns related to breach of contract. MFS shall promptly resume performance of Services upon written notice from DISTRICT and upon such equitable extension of time as may be mutually agreed upon in writing by DISTRICT and MFS.
- C. **Remedies:** DISTRICT may give MFS an opportunity to cure the default within a certain period of time (the "Cure Period"). DISTRICT shall give MFS written notice of the default in the form of a cure notice ("Cure Notice") or, if no opportunity to cure is granted, a default notice ("Default Notice").
- D. **Turnover of Documents and Records:** Upon reasonable demand of DISTRICT after termination of this Agreement or the expiration of this Agreement by its terms, MFS shall turn over to DISTRICT or its designee within five (5) days of demand, completed or partially completed work product or analyses, data, computer disks, documents and any other property or information relating in any way to this Agreement or the performance or furnishing of Services, unless otherwise allowed in writing by DISTRICT.

Section 1.15 Indemnification

Both parties agree to defend, indemnify and hold harmless each other, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of MFS, its officers, agents, employees, and subcontractors in the performance of this Agreement.

To the extent permissible by law, DISTRICT shall indemnify and hold MFS, its officers, agents, employees and attorneys harmless from all claims, costs, expenses and fees including attorney fees, or demands of any nature whatsoever arising out of or relating to any act or omission by DISTRICT under this Agreement for which DISTRICT would otherwise be legally accountable.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

Section 1.16 Insurance

MFS and DISTRICT, at its own expense, shall procure and maintain insurance covering all operations under this Agreement, whether performed by MFS or by MFS's subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. Minimum insurance requirements include the coverage set forth below:

A. Workers' Compensation and Employers' Liability Insurance: Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.

B. Commercial General Liability Insurance (Primary): Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury, personal injury and property damageliability. Coverage shall include, but not be limited to all operations, contractual liability, independent contractors, and products/completed operations.

C. Automobile Liability Insurance: Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed under this Agreement, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.

D. Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence, which will provide additional limits for employers' general and automobile liability insurance and shall cover the Board and its employees, subject to that of the primary coverage.

Additional Insured: MFS shall have its General and Automobile Liability Insurance policies endorsed to provide that DISTRICT, a body politic and corporate, and its members, employees and agents.

MFS and DISTRICT shall submit to each party, satisfactory evidence of insurance coverage within ten (10) days of execution of this Agreement.

Section 1.17 Independent Contractor

MFS is an independent contractor under this Agreement and neither MFS nor any employee or agent of MFS is an employee of DISTRICT and does not acquire any employment rights with DISTRICT under this Agreement.

Section 1.18 Licensed Professionals

MFS is appropriately licensed under Illinois law to perform Services required under this Contract and shall perform no Services for which a professional license is required by law and for which MFS, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

Section 1.19 Entire Agreement and Amendment

This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

Section 1.20 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. DISTRICT irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of, or relating to, or in any way concerning the execution or performance of this Agreement. DISTRICT agrees that service of process on DISTRICT may be made, at the option of MFS, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by DISTRICT, or by personal delivery on any officer, director, or managing or general agent of DISTRICT. If any action is brought by MFS against DISTRICT concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

Section 1.21 Certification of Eligibility

MFS certifies that it is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E]. MFS further certifies that it, and each of its joint venture members if a joint venture, is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any state or federal department or agency and that in performing the Services for DISTRICT it shall not utilize any firms that have been debarred from doing business with MFS under MFS's Debarment Policy, as may be amended from time to time.

Section 1.22 Severability

In the event that any provision of this Agreement is declared void, voidable or otherwise unenforceable, then such provision, term or condition shall be severable from this Agreement and this Agreement shall otherwise be fully effective, binding and enforceable.

Section 1.23 Copyrights/Patents

If this agreement results in a copyright and/or patent, MFS reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright/patent to any work developed under this agreement and any rights of copyright/patent to which MFS or a contractor purchases ownership.

Section 1.24 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

Section 1.25 Notices

All notices and other communication required or permitted under this Agreement shall be in writing and may be personally delivered, faxed, emailed or sent via certified U.S. Mail



return receipt requested at the addresses below. All notices and other communications required or permitted under this Agreement shall be deemed to have been received on the day when personally delivered, faxed, or emailed, or three (3) calendar days after being mailed.

Notices to MFS shall be addressed to:

Nicole Cameron, Executive Director
Metropolitan Family Services DuPage
222 Willow Street
Wheaton, IL 60187

Notices to Community Unit School District 200 shall be addressed to:

Jeff Schuler, Superintendent
Community Unit School District 200
130 W. Park Avenue
Wheaton, IL 60189

**ARTICLE 2. COMPENSATION, PAYMENT, AND
FISCAL REPORTING**

Section 2.01 Compensation

MFS shall pay MFS up to, but not to exceed \$30,000.00 for the satisfactory performance of the Services. MFS agrees not to perform, and waives any and all claims for payment of work, materials, expenses, resources or other claims which would result in billings beyond this amount. It is mutually understood and agreed by the parties that the above agreed upon compensation amount, which includes all reimbursable expenses, is the only compensation provided for in this Agreement and there will be no added costs, fees or other type of profit allowable or paid under this Agreement without the express written amendment to the Agreement authorizing said added work or expenses. MFS acknowledges an affirmative duty to monitor its performance and billings to ensure that the scope of work is completed within the previously agreed compensation amount.

Section 2.02 Fiscal Reporting and Payments

Payments will be made to MFS on a cost-reimbursement basis. The total cost shall be in accordance with the attached Scope of Work and shall not exceed the amount provided in Section 2.01 above. MFS will bill DISTRICT Quarterly utilizing fiscal reports for actual costs incurred in the performance of this Agreement. Quarterly fiscal report/invoice will be submitted to the DISTRICT by the following dates: October 15th; January 15th; April 15th; and July 15th. Each invoice shall contain back-up information as required by DISTRICT. DISTRICT will send an email approval once the Quarterly voucher/invoice has been approved. DISTRICT aims to disburse payment within thirty (30) days of report/invoice submission.

Section 2.03 Allowable Costs

If DISTRICT objects to all or any part of the fiscal report/invoice, it shall notify MFS of its objection in writing. MFS will submit all required documentation for questioned or unsupported expense(s) in the fiscal reports no later than fifteen (15) days after the submission of the reimbursement request, unless otherwise stated in writing by DISTRICT.

MFS certifies that no grant funds will be paid by or on behalf of MFS to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or



Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General. MFS understands and agrees that it cannot use any grant funds, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representative as of the dates set forth below.

METROPOLITAN FAMILY SERVICES

COMMUNITY UNIT SCHOOL DISTRICT 200

By: Nicole Cameron

By: Dr. Jeff Schuler

Title: Executive Director, DuPage

Title: Superintendent of Schools

Date: _____

Date: _____

Signature: _____

Signature: _____

Scope of Services

Metropolitan Family Services DuPage and Community Unit School District 200 (CUSD200)
Wheaton Warrenville Early Childhood Collaboration (WWECC)

This Wheaton Warrenville Early Childhood Collaboration (WWECC) becomes effective immediately and will remain in effect until June 30, 2026.

Purpose of the WWECC is to provide a holistic approach to Kindergarten Readiness:

1. By providing an opportunity for the formation of partnerships between both entities, identified to serve children eligible for early childhood education services in their community.
2. By streamlining the system that identifies children and provides services to eligible children.
3. By maximizing the use of resources and increased opportunities for contacts that facilitate communication and coordination of planning and service delivery.
4. By specifying roles and responsibilities of the two agencies.
5. By providing guidance for implementation and a framework for the enhancement of collaborative agreements.

Deliverables provided by Metropolitan Family Services DuPage:

1. Provide facilitation of current and emerging community collaboration efforts, which includes framework, alignment, and resource development opportunities
2. Provide a coordinated approach to advocacy efforts at both state and local levels that impact early childhood. Engage all community sectors, including medical, business, park districts, libraries, and faith-based institutions.
3. Use data to inform ourselves and key stakeholders about strengths, opportunities, weaknesses and best practices.
4. Work in partnership with early childhood collaborative efforts across the county.
5. Facilitate and support shared learning opportunities and resources for all collaboration partners
6. Create and implement a strategic plan for the collaboration, which focuses on strengths and needs of the early childhood community in CUSD200.
7. Employ Project Director for the collaboration and provide oversight of the project in order to ensure the collaboration's charter, mission, and vision are appropriately carried out -- strategic goals are met.
8. Facilitate bi-monthly full collaboration meetings, as well as, separate executive team meetings. Agenda and minutes will include timeline of next steps and desired outcome of each activity.

CUSD200 commits to providing:

1. Access to data and information needed to build support and analyze early childhood services.



2. A coordinated effort in sharing information, resources, and best practices with all community partners.
3. Representation at the executive team and full collaboration meetings.
4. Shared resources to support program activities of the collaboration.
5. Compensation to sustain the project; CUSD will contribute \$30,000 per year as part of the sustainability plan for the WWECC.
6. The incorporation of the collaboration into any future and existing district efforts regarding early childhood education.

METROPOLITAN FAMILY SERVICES

COMMUNITY UNIT SCHOOL DISTRICT 200

By: Nicole Cameron
 Title: Executive Director, DuPage
 Date: _____
 Signature: _____

By: Dr. Jeff Schuler
 Title: Superintendent of Schools
 Date: _____
 Signature: _____