

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN
AGREEMENT AND ADDENDUM AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND CREATIVE CARE MANAGEMENT, LTD.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement") and Addendum Agreement ("Addendum"), between the Village of Downers Grove ("Downers Grove" or "Customer") and Creative Care Management, Ltd. ("CCM"), for an employee assistance/managed behavioral healthcare service program, as set forth in the form of the Agreement and Addendum submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement and the Addendum, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement and the Addendum.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk



Creative Care Management

**EMPLOYEE ASSISTANCE/MANAGED BEHAVIORAL
HEALTHCARE SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of January, 2010, by and between CREATIVE CARE MANAGEMENT, LTD. hereinafter referred to as "CCM", and the VILLAGE OF DOWNERS GROVE hereinafter referred to as "DOWNERS GROVE."

CCM hereby agrees to provide Employee Assistance Program, hereinafter referred to as "EAP", to DOWNERS GROVE on the terms and conditions contained in this Agreement. No other terms or conditions, express or implied shall affect this Agreement, except as agreed in writing, signed by the parties hereto.

It is acknowledged and understood by the parties hereto that the EAP to be provided must of necessity be flexible in order to meet the needs of DOWNERS GROVE and the individual employees for whom the EAP is designed and implemented. CCM warrants that its work will conform to the highest professional standard in the field.

CCM has designed the EAP to provide employers with comprehensive programs to control and reduce personnel costs by:

- a) training DOWNERS GROVE'S managerial and supervisory personnel to recognize and identify employees who are need of, and would benefit from, the EAP;
- b) training DOWNERS GROVE's managerial and supervisory personnel in the implementation of such on-the-job programs as will best accomplish the goals of both DOWNERS GROVE and its employee(s);
- c) guiding, counseling and assisting DOWNERS GROVE's employees, whether referred by the DOWNERS GROVE or by voluntary act of such employee(s), to assess problem areas and recommend a course of treatment in order to restore their capability to perform their jobs at an acceptable level of performance;

- d) orienting DOWNERS GROVE's employee population about the EAP and how they can use the service.
- e) providing full-time employees pre-certification/assessments and on-site utilization review by a CCM service team for outpatient mental health and substance abuse services as well as facility based care.
- f) referring full-time employees to PHCS referral network in order to achieve discounted Services to Downers Grove and thereby obtain an overall health savings cost to Downers Grove.
- g) providing in-office clinical assessment and short-term appropriate counseling (1 – 8 sessions) for potential recipients who have requested or been directed to obtain Services.
- h) providing internet-based Enhanced Worklife Services
- g) providing ten(10) hours organizational assistance, including wellness seminars/ customized training
- h) providing twenty-four hour, seven days a week emergency services

The effectiveness of the EAP is directly dependent upon the cooperation of DOWNERS GROVE with CCM in operating the EAP within the dictates of DOWNERS GROVE's personnel needs and goals. Therefore, DOWNERS GROVE agrees to cooperate fully with CCM in the operation and management of the EAP.

The EAP is designed to provide employees and their families with assistance, counseling, and referral to qualified professional diagnostic and treatment facilities for such conditions as alcoholism, drug abuse, and personal problems, including marital, financial, legal, and other problems.

II. MANAGEMENT AND MAINTENANCE OF THE EAP

1. CCM will confer with DOWNERS GROVE to develop policies and procedures relative to the operation of EAP. CCM will advise DOWNERS GROVE on how to publicize the EAP to supervisors, union officials and to all employees and their immediate families.
2. CCM will provide specific assistance to DOWNERS GROVE employees and members of their immediate families who have been referred to EAP or who request such services of their own volition. CCM and DOWNERS GROVE will adopt safeguards to ensure that EAP

counseling is conducted in a manner that will preserve the privacy of DOWNERS GROVE employees and their families. Communications between CCM personnel and DOWNERS GROVE's employees shall remain confidential, except as specifically waived in writing by the individual employee.

3. CCM will counsel and encourage DOWNERS GROVE employees to proceed with a course of assistance by referring the individual to clinical or support organizations and medical professionals.

4. CCM will remain cognizant of DOWNERS GROVE's insurance benefits program in order that it can advise employees as to the possible coverage thereunder of services by such organizations or professionals. CCM will examine the accreditation of the organizations and professionals to which it refers employees so as to ensure, as much as possible, medical expense reimbursement under health or medical insurance policies.

5. CCM will provide such follow-up procedures as are necessary to monitor referred employees' adherence to the agreed course of treatment. CCM will make progress reports to DOWNERS GROVE on employees referred to EAP, but such reports will respect the employees' right to confidentiality, and will be limited to reporting as to whether or not the employee is cooperating with the treatment program.

6. CCM will prepare semi-annual reports on the caseload activities of CCM, but such reports shall not jeopardize the rights of confidentiality of the employees or their families.

7. Services requested by DOWNERS GROVE which are beyond the scope of this Agreement shall be compensated in accordance with Section VII (FEES AND RETAINER) of this Agreement, or as otherwise agreed in writing between the parties.

III. CONFIDENTIALITY OF AGREEMENT AND EMPLOYER COMMUNICATIONS

1. CCM agrees that it will not, without prior written consent of DOWNERS GROVE ,
 - a) reveal any information concerning the terms of this Agreement;

- b) reveal any proprietary information about DOWNERS GROVE , its officers, staff, management, operations, products, services, or customers, or any other confidential information to any person or organization to or for whom such information is not necessary in connection with the performance of this Agreement;
- c) release any publicity or advertising concerning this Agreement, except that DOWNERS GROVE hereby permits and authorizes CCM to list DOWNERS GROVE's name as a representative client in proposals to prospective clients.

2. DOWNERS GROVE acknowledges and understands that the confidentiality, and the expectation of confidentiality, of communications between employee(s) and CCM personnel is essential to the success of the EAP, and therefore agrees that it will not request CCM to reveal information regarding any such communications, and further agrees that it will not request or attempt to compel any such employee to reveal information regarding such communications. Any violation of this paragraph 2 shall not be construed to limit or prevent CCM from reporting as to whether or not the employee is cooperating with the treatment program, as referred to in paragraph II (5) above.

3. Notwithstanding anything in this Section III to the contrary, CCM and DOWNERS GROVE may reveal the contents of this Agreement in the normal course of business to their banks, financial institutions, and insurance companies, without prior notice or approval.

IV. NON-LIABILITY OF CCM

CCM shall not be responsible for, and assumes no liability for, any acts of negligence, incompetence, or professional malfeasance or malpractice, whether by commission or omission, of any organization, agency, entity, or licensed professional to which or to whom any individual is referred by CCM. CCM hereby warrants that it has investigated the credentials, licenses, and qualifications of such organizations and professionals, and finds them to be satisfactory.

CCM agrees to maintain at its own expense Professional Liability Insurance coverage in the amount of \$2,000,000 and General Liability Insurance in the amount of \$2,000,000 during the term of this agreement with insurers and under forms of policies satisfactory to DOWNERS GROVE. CCM further agrees to maintain at its own expense Workers Compensation Insurance in statutory amounts. The certificate shall provide that any insurance company issuing a policy for the work under this agreement shall provide not less than 15 days advance notice in writing

to DOWNERS GROVE prior to cancellation, termination, or material change of any policy of insurance.

CCM agrees to indemnify and hold DOWNERS GROVE harmless for all claims for damages arising out of the performance of this agreement due to the negligence of CCM, its officers, agents, employees or independent contractors. The Indemnification shall include attorney's fees and costs of litigation.

V. GOVERNING LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

VI. FEES AND RETAINER

In consideration of the performance of the services described herein in accordance with the conditions, terms, and provisions contained in this Agreement, DOWNERS GROVE agrees to pay CCM a fee of \$3.43 per employee per month for full-time and part-time employees for the entire term of this Agreement. This fee will be payable in semi-annual installments, the first installment due no later than 30 days from the effective date. Two weeks prior to due date of each installment, DOWNERS GROVE will provide an accurate count of eligible employees on the payroll for the purpose of calculating the retainer for the subsequent period of the contract.

Services requested by DOWNERS GROVE which are beyond the scope of this Agreement shall be compensated at the rate of two hundred fifty dollars (\$250.00) per hour.

Fees due to referral agencies, organizations, or professionals are the responsibility of the referred employee, and CCM assumes no liability therefore.

Counseling services rendered to ineligible employees (e.g. temporary and/or summer employment), and/or counseling services rendered beyond those specified in this Agreement at the request of DOWNERS GROVE will be charged at the rate of One Hundred dollars (\$100.00) per hour.

VII. TERM

The term of this Agreement shall be three (3) years commencing 1/01/10 and ending on 12/31/12 unless terminated by either party upon not less than 90 days prior written notice of the other party.

VIII. BRIBERY CERTIFICATION

CCM certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has it made an admission of guilt of such conduct which is a matter of record.

IX. INDEPENDENT CONTRACTOR

All services provided by CCM pursuant to this Agreement shall be performed by CCM as an independent contractor, and neither CCM nor the DOWNERS GROVE shall be considered as an agent of the other for any purpose.

CREATIVE CARE MANAGEMENT, LTD

VILLAGE OF DOWNERS GROVE

By: 
Michael J. Davis

By: _____

President
Title

Title

Date: 11/18/09

Date: _____

FEIN: 36-3179257

**ADDENDUM A TO EMPLOYEE ASSISTANCE/MANAGED BEHAVIORAL
HEALTHCARE SERVICE AGREEMENT**

The following terms and conditions shall apply to the Agreement dated 12/8/09 by and between Creative Care Management, Ltd. ("CCM") and the Village of Downers Grove ("CUSTOMER"):

1. VILLAGE ORDINANCES

1.1 CCM will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

2 USE OF VILLAGE'S NAME

2.1 CCM is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

3. NONDISCRIMINATION

3.1 CCM shall, as a party to a public contract:

(a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

(b) By submission of this proposal, CCM certifies that it is an "equal opportunity employer" as defined by Section 900(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11247 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 7.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

3.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. CCM shall comply with standards set forth in Title VII of the Civil Rights Act of 1974, 42 U.S.C. Secs. 900 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

4. SEXUAL HARASSMENT POLICY

4.1 CCM, as a party to a public contract, shall have a written sexual harassment policy that:

4.1.1 Notes the illegality of sexual harassment;

4.1.2 Sets forth the State law definition of sexual harassment;

4.1.3 Describes sexual harassment utilizing examples;

4.1.4 Describes CCM's internal complaint process including penalties;

4.1.5 Describes the legal recourse, investigative and complaint process available to CCM's employees; and

4.1.7 Describes the protection against retaliation afforded to CCM's employees.

5. EQUAL EMPLOYMENT OPPORTUNITY

5.1 In the event of CCM's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), CCM may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, CCM agrees as follows:

- 5.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 5.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 5.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 5.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CCM's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CCM in its efforts to comply with such Act and Rules and Regulations, the CCM will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois

Human Rights Act and the Department's Rules and Regulations.

5.1.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

5.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, CCM will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the CCM will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

6. DRUG FREE WORK PLACE

CCM, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 6.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or CCM's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 6.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or CCM's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 6.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

Village of Downers Grove

- 6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 6.7 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7. PATRIOT ACT COMPLIANCE

CCM represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CCM further represents and warrants to the Village that CCM and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CCM hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

8. CAMPAIGN DISCLOSURE

- 8.1 Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.
- 8.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 8.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 8.4 By signing the bid documents, CCM agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any

Village of Downers Grove

Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

9. SUBLETTING OF CONTRACT

- 9.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve CCM from their obligation or change the terms of the contract.

10. TERMINATION OF CONTRACT

- 10.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to CONTRACTOR, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.
- 10.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to CCM, in the event of default by CCM. Default is defined as failure of the Awarded CCM to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that CCM fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. CCM shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to perform the contract was due to causes beyond the control and without the fault or negligence of CCM. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to CCM.

11 BILLING & PAYMENT PROCEDURES

- 11.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the CCM within 70 days of receipt of a proper bill or invoice. If payment is not issued to the CCM within this 70 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 70 day period, until final payment is made.
- 11.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify CCM requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

Village of Downers Grove

11.3 If this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 89 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

11.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL. 60515.

12. RELATIONSHIP BETWEEN CCM AND THE VILLAGE

12.1 The relationship between the Village and the CCM is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

13. STANDARD OF CARE

13.1. Services performed by CCM under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

13.2 If the CCM fails to meet the foregoing standard, CCM will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by CCM's failure to comply with the above standard and reported to CCM within one (1) year from the completion of CCM's services for the Project.

14. GOVERNING LAW

14.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

15. SUCCESSORS AND ASSIGNS

15.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The CCM will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub CCMs.

16. WAIVER OF CONTRACT BREACH

16.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

Village of Downers Grove

17. AMENDMENT

17.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

18. SEVERABILITY OF INVALID PROVISIONS

18.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

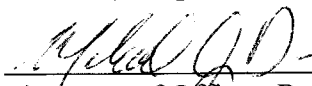
19. NOTICE

19.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

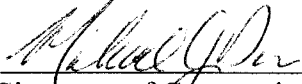
**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 7057**

And to CCM:

As designated below

CCM:	
<u>Creative Care Management, Ltd.</u> Company Name	Date: <u>12/8/09</u>
<u>1N121 County Farm Road, Suite 200</u> Street Address of Company	<u>mdavis@ccmeap.com</u> Email Address
<u>Winfield, IL 60190</u> City, State, Zip	<u>Michael J. Davis</u> Contact Name (Print)
<u>(630) 665-3230</u> Business Phone	<u>(630) 665-3230</u> 24-Hour Telephone
<u>(630) 665-4033</u> Fax	 Signature of Officer, Partner or Sole Proprietor
	<u>Michael J. Davis, President</u> Print Name & Title
ATTEST: If a Corporation	

Village of Downers Grove



Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$700 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: CREATIVE CARE MANAGEMENT, LTD.

ADDRESS: 1N121 COUNTY FARM ROAD, SUITE 200

CITY: WINFIELD

STATE: ILLINOIS

ZIP: 60190

PHONE: 630/665-3230 **FAX:** 630/665-4033

TAX ID #(TIN): 36-3179257

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ **ZIP:** _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Medical
- Charitable/Nonprofit
- Limited Liability Company –Individual/Sole Proprietor
- Limited Liability Company-Partnership
- Limited Liability Company-Corporation
- Corporation
- Government Agency

SIGNATURE: Michael J. De...

DATE: 12/8/09

CCM'S CERTIFICATION (page 1 of 3)

With regard to Employee Assistance Program, CCM Michael J. Davis hereby certifies
(Name of Project) (Name of CCM)
the following:

1. CCM is not barred from bidding this contract as a result of violations of Section 79 ILCS 5/33E-3 (Bid Rigging) or 79 ILCS 5/33E-4 (Bid-Rotating);
2. CCM certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. CCM further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that CCM is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. CCM further certifies that if it owes any tax payment(s) to the Department of Revenue, CCM has entered into an agreement with the Department of

CCM'S CERTIFICATION

Revenue for the payment of all such taxes that are due, and CCM is in compliance with the agreement.

BY: 
CCM's Authorized Agent

3	6	3	1	7	9	2	5	7
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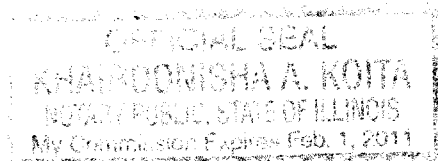
FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 8th day of Dec, 2009


Notary Public)

(Fill Out Applicable Paragraph Below)



12-8-09

Village of Downers Grove

(a) **Corporation**

The CCM is a corporation organized and existing under the laws of the State of Illinois, which operates under the Legal name of Creative Care Management, Ltd., and the full names of its Officers are as follows:

President: Michael J. Davis

Secretary: Michael J. Davis

Treasurer: Michael J. Davis

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

CCM'S CERTIFICATION

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name General Casuality

Agent Al Forst, Forst-Becvar Insurance Agency, Inc.

Street Address 10055 Roosevelt Road #A,

City, State, Zip Code Westchester, IL 60154-2665

Telephone Number (708) 344-7900

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Creative Care Management, Ltd.

Print Name and Title of Authorizing Signature: Michael J. Davis, President

Signature: 

Date: December 8, 2009

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00 contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

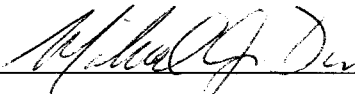
Company Name: Creative Care Management, Ltd.

Address: 1N121 County Farm Road, Suite 200

City: Winfield, IL Zip Code: 60190

Telephone: (630) 665-3230 Fax Number: (630) 665-4033

E-mail Address: mdavis@ccmeap.com

Authorized Company Signature: 

Print Signature Name: Michael J. Davis Title of Official: President

Date: December 8, 2009

Campaign Disclosure Certificate

Any contractor, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, CCM agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Signature

Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____



Signature

Michael J. Davis

Print Name