

**Good Neighbors Agreement between
Rosecrance Inc. and
Ald. Tom Tunney**

This Agreement (the "Agreement") is made and entered into by and between Rosecrance Inc. ("Rosecrance") and Alderman Tom Tunney ("Alderman").

Whereas, Rosecrance proposes to operate Rosecrance Lakeview (RLV), a licensed Recovery Home at 3701 N. Ashland Avenue ("Property,") primarily for young adults age 18-29 who are seeking support and a structured, sober living environment to achieve independence; and

Whereas, Rosecrance's programs include the operation of a Recovery Home on floors 2-4; and

Whereas, Rosecrance and the Alderman desire to work together to address concerns and share information to support the successful operation of Rosecrance Lakeview within the community;

Therefore, Rosecrance and the Alderman agree in good faith to be bound by the following conditions that will become part of this Agreement:

1) Good Neighbor Committee and Communication between Rosecrance, Alderman and Community:

- a. Rosecrance will identify one designated contact person (the "Rosecrance Contact Person") who will be responsible for communicating with the Alderman regarding issues that arise under this Agreement. The currently designated contact person is Chris Yadron, cyadron@rosecrance.org, tel: 773-895-2996.
- b. The Alderman and Rosecrance shall jointly recruit and select up to (7) members to serve on a Good Neighbor Committee (GNC). Two (2) members shall be the Alderman, or a designee from the Alderman's office, and the Rosecrance contact person. Up to five (5) members will be selected/recruited from the community by the Alderman and Rosecrance. A chairperson of the GNC shall be elected by the GNC. The GNC shall meet once a month until such time as the parties mutually agree that such meetings are no longer necessary. This commitment to monthly meetings may extend beyond the term of this agreement, but not to exceed two years. In the event that an issue arises in the interim between monthly meetings, upon the request of the Alderman, Rosecrance will agree to meet to discuss legitimate issues of concern. The meetings will be held at a time and location mutually determined by the members.
- c. The Alderman will instruct his constituents and members of the Lakeview community to communicate directly to the Rosecrance Contact Person or the designee in the Alderman's office in the event of questions or concerns.

2) Plan of Operations:

Rosecrance has developed a Plan of Operations to demonstrate its commitment to be a good neighbor and will agree to use good faith efforts to operate the Recovery Home in accordance with the following provisions:

a. Standard of Care

On floors 2-4 of the Property, Rosecrance will operate a Recovery Home that is licensed by the State of Illinois. Rosecrance agrees to comply with all federal, state and local laws governing the Recovery Home including, but not limited to, all regulations issued by the Illinois Department of Human Services, Division of Alcoholism and Substance Abuse.

Rosecrance agrees that its personnel will not dispense prescription drugs including methadone on the Property.

b. Number of Occupants

A maximum of five individuals in each of the six distinct, three-bedroom units will be allowed to reside in the Recovery Home.

c. Curfew for Recovery Home

- General Curfew: 11pm.
- Exceptions to the curfew may be granted in Rosecrance's discretion and may include an extended curfew for individuals with approved employment or attending 12-step meetings or other legitimate pre-approved exceptions. Length of stay and success with recovery efforts may also be considered in making exceptions.

d. Staffing

Rosecrance staff will be on site 24 hours per day, 7 days per week.

e. Visitors to 2nd- 4th Floors

Visitors to residents will be approved by Rosecrance staff and will be limited to family members, professionals or sponsors.

f. Parking

Residents will not be allowed to have motor vehicles.

Rosecrance will agree to not seek Zone 383 parking passes to serve the Property.

g. Smoking

Smoking will be allowed in a designated area on the rooftop deck, as well as the individual balconies of each unit.

Smoking will not be allowed in the interior of the building, the outside perimeter of the building considered the adjacent property/sidewalks/alleyway.

All clients will be provided Rosecrance's policy on smoking. Compliance will be monitored and enforced.

h. Rooftop deck

The rooftop deck will be encircled with a parapet approximately 4 feet in height and flanked on the north and east walls by rows of close-set trees that will top the wall by an estimated 20-25 inches.

The maximum number of persons allowed on the roof deck will be determined by the City of Chicago's Building Code's Occupancy provisions.

Hours: Sunday-Thursday traditional use until 10:30 p.m.

Friday-Saturday traditional until 12am

Scheduled exceptions may occur for special activities/events under staff supervision.

i. Loitering

Loitering around the perimeter of the building, considered the adjacent property/sidewalks/alleyway will not be permitted.

Staff will monitor the grounds for loitering as needed.

Individuals viewed to be loitering will be asked to leave the premises by staff.

j. Safety

Alcohol or other non-prescribed drugs will not be permitted on site. Any person found to be in possession of alcohol or drugs on the RLV premises will be discharged from the program.

Perimeter grounds will be assessed daily for potential safety concerns and litter.

Closed circuit TV cameras will be installed on the perimeter of the building and will monitor the sidewalks, alley and parking area on the Property.

Prior to admission, potential clients will be thoroughly assessed according to the standards established by The Joint Commission, the American Society of Addiction Medicine, and the Illinois Department of Human Services/Division of Alcoholism and Substance Abuse. Any clients exceeding pre-determined exclusionary criteria will not be admitted into the Rosecrance Lakeview program and referred to appropriate services. These exclusionary criteria include, but are not limited to, propensity to self-injury, suicidality, aggression or violence risk, acute eating disorder, inability to complete activities of daily living or registered sex offender.

k. Amendment to Plan

Rosecrance reserves the right to amend this Plan of Operations as reasonably needed to operate pursuant to best practices in the behavioral health field, to comply with local, state and federal laws and regulations and The Joint Commission. Notice of a substantial amendment to the Plan of Operations will be communicated in writing to the Alderman and the Good Neighbor Committee at its next regularly scheduled meeting (as provided below).

3) Complaint Procedure:

- a. Any concerns related to operation of the Recovery Home should be directed to the Rosecrance Contact Person. Email communication will best enable Rosecrance to track and address any concerns. Phone calls are welcome if email is not possible. An onsite telephone number to access 24-hour staff will also be provided.
- b. Rosecrance will immediately investigate any reported complaint and determine if it is linked to Rosecrance participants. If it is deemed a credible, founded complaint, Rosecrance will create and implement a Plan of Correction within seventy-two (72) hours of receipt of such complaint. A part of the Plan of Correction will be a 30-60-90 day review/monitoring of the steps taken. In addition, Rosecrance will communicate how this matter will be resolved to the Alderman within seventy-two (72) hours of being notified of the complaint, and to the Good Neighbor Committee at its next monthly meeting.
- c. Rosecrance will maintain a written log documenting all complaints raised by the Alderman or a member of the community with regard to the Rosecrance Recovery Home, as well as any police reports. This record will include a description of the incident, the name of the person making the complaint, the date the complaint was made, an overview of the action of concern and a written plan of action taken to address any legitimate, substantiated concern that is raised.

- d. The Good Neighbor Committee, will review the written log maintained by Rosecrance and discuss any questions or issues of concerns.

4) Dispute Resolution:

- a. The parties agree to work cooperatively in good faith to resolve any dispute that may arise between the parties regarding the terms of the Agreement.
- b. If, after written notice of the dispute, a reasonable opportunity to cure by Rosecrance, and consideration of the unresolved issue by the Good Neighbor Committee, the parties are unable to resolve a dispute, the Alderman or neighbors agree to follow existing complaint procedures followed by the Illinois Department of Human Services, Division of Alcoholism and Substance Abuse (312-814-3840), The Joint Commission (http://www.jointcommission.org/report_a_complaint.aspx) and/or the Ethics Committee of the National Association of Addiction Treatment Providers (888-574-1008).
- c. Rosecrance agrees that if there is a failure to comply with the conditions specified by the Zoning Board of Appeals at the time of approval, it will be necessary to apply for and be granted approval of a new special use permit in compliance with the provisions of the Chicago Zoning Ordinance.

5) Community Resource

- a. Rosecrance will commit, as in all communities in which it operates, to build ongoing meaningful relationships in the Chicago Lakeview community including, but not limited to, area schools, faith communities, civic groups, justice systems, police and fire departments, hospital and health systems, and neighborhood organizations to advance evidenced-based best practices for the education/awareness, prevention, intervention, and treatment of alcohol and other drug abuse and addiction.
- b. In particular, Rosecrance will reach out to schools near the Property to offer substance abuse prevention presentations, assessments, and other assistance that may be helpful to the schools and the students and families they serve.

6) Miscellaneous Provisions:

- a. Term: The Agreement will be in effect for one (1) year from the date that the Recovery Home begins its operation. In the event of a pattern of complaints from the community which have been deemed to be legitimate by the Alderman, he can extend the term of the Agreement for a second year at his sole discretion after providing written notice of such extension to Rosecrance.

- b. The Parties reaffirm that no provision of this Agreement is intended to discriminate against applicants to, or residents of, the Recovery Home, whose substance abuse disorders entitle them to protections against discrimination on the basis of disability. Furthermore, no provision of this Agreement shall be implemented in a fashion that amounts to discrimination against such applicants or residents. Any provision of this Agreement that is later found, by a court or agency of competent jurisdiction, to be discriminatory, shall be rendered void and severable from this Agreement.
- c. The terms of this Agreement constitute the entire Agreement and no other provisions will govern the communication between the parties or the commitments made herein. This Agreement can only be amended in writing with the agreement of both Rosecrance and the Alderman.

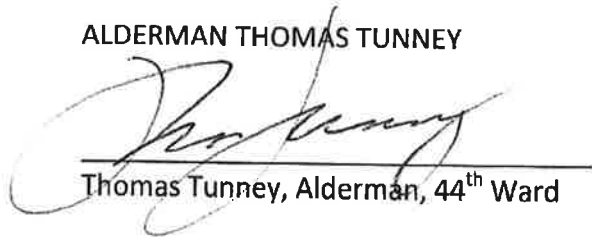
The parties have caused this Agreement to be executed by their duly authorized representatives and this Agreement shall be effective as of the latest date written below.

ROSECRANCE INC.,
an Illinois Not-For-Profit Corporation


Philip Eaton
President/CEO

11.1.15
Date

ALDERMAN THOMAS TUNNEY


Thomas Tunney, Alderman, 44th Ward

11-1-15
Date