

TONI PRECKWINKLE  
PRESIDENT



118 N. CLARK STREET  
ROOM 1018  
CHICAGO, ILLINOIS 60602  
TEL: 312-603-5370  
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CARMEN K. TRICHE-COLVIN  
PURCHASING AGENT

December 9, 2010

Northwestern University  
633 Clark Street  
Evanston, IL 60208  
Attn: Bruce Elliott

Ref: Contract No: 10-41-14

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin  
Purchasing Agent

CKTC/cm

Enclosure

Cc: David Smid

CONTRACT FOR SERVICE

DOCUMENT NO. 10-41-14



OPERATION, JUVENILE COURT CLINIC

FOR

THE OFFICE OF THE CHIEF JUDGE, JUVENILE PROBATION DEPARTMENT

WITH: NORTHWESTERN UNIVERSITY

BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TODD H. STROGER, PRESIDENT

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

NOV 16 2010

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ISSUED BY THE OFFICE OF THE PURCHASING AGENT

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REQ# 93260010

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OFFICE OF THE  
PURCHASING AGENT  
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CONTRACT FOR SERVICE  
PART I  
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and NORTHWESTERN UNIVERSITY, hereinafter the "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 18th day of November, 2009, as evidenced by the Board authorization letter attached hereto as EXHIBIT "A."

WHEREAS, the County is responsible for procuring services for the OFFICE OF THE CHIEF JUDGE, JUVENILE PROBATION DEPARTMENT hereinafter the "Using Department";

WHEREAS, the Using Department requires the following services; OPERATION, JUVENILE COURT CLINIC;

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. WORK PROGRAM

The Contractor agrees to perform the following services:

AS SET FORTH IN EXHIBIT "B"

II. CONTRACT PERIOD

This Contract shall be in effect for thirty-six (36) months after proper execution of the Contract by the County.

III. PAYMENT

All charges shall not exceed the amount of \$4,691,070.00 and shall be paid in accordance with Exhibit A. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-02, Subcontracting or Assignment of Contract Funds.

V. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "B"

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**GENERAL CONDITIONS  
SUPPLY/SERVICE  
SOLE SOURCE**

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**GENERAL CONDITIONS  
SUPPLY/SERVICE  
SOLE SOURCE**

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#### GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

#### GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

#### GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

#### GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

#### GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

#### GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

#### GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

#### GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

#### GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

#### GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

#### GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-12 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

**GC-13 COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-14 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

**GC-15 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

#### **GC-16 MODIFICATIONS AND AMENDMENTS**

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

#### **GC-17 PATENTS, COPYRIGHTS AND LICENSES**

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

#### **GC-18 COMPLIANCE WITH THE LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING**  
**SERVICE AND SOLE SOURCE**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

**II. REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

**A. MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

- 1. A Utilization Plan identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING**  
**SERVICE AND SOLE SOURCE (CON'T.)**

2. **A Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. **Current Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

**B. Use of MBE/WBE Professionals**

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

**C. Affirmative Action Plan**

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

**III. NON-COMPLIANCE**

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND CONSULTING**  
**SERVICE AND SOLE SOURCE (CONT.)**

**IV. REPORTING/RECORD KEEPING REQUIREMENTS**

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

**V. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

Betty Hancock Perry  
Administrator  
Cook County Office of Contract Compliance  
118 N. Clark Street – Room 1020  
Chicago, Illinois 60602  
(312)603-5502

#### **GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

#### **GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

#### **GC-22 ACCIDENT REPORTS**

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

#### **GC-23 USE OF COUNTY PREMISES AND RESOURCES**

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

#### **GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

**GC-25 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

COOK COUNTY PURCHASING AGENT  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number in all notices)

**TO THE CONTRACTOR:**

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

**GC-26 GUARANTEES AND WARRANTIES**

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

**GC-27 STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

#### GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

#### GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

#### GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

### **GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

### **GC-32 AUDIT; EXAMINATION OF RECORDS**

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

**GC-32 AUDIT; EXAMINATION OF RECORDS (CONT.)**

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duty authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duty authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**GC-33 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**GC-34 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

**GC-35 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 COOPERATION WITH INSPECTOR GENERAL**

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

**END OF SECTION**

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 10-41-14 for OPERATION, JUVENILE COURT CLINIC, for the OFFICE OF THE CHIEF JUDGE, JUVENILE PROBATION DEPARTMENT as prepared by Cook County, and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	JOB	1	OPERATION, JUVENILE COURT CLINIC AS PER EXHIBIT "B" HEREIN.
			<u>\$4,691,070.00/JOB</u>
			<u>\$4,691,070.00/TOTAL</u>

**GRAND TOTAL**  
**NOT TO EXCEED: \$4,691,070.00**

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

CONTRACT PERIOD: JUNE 1, 2009 THROUGH MAY 31, 2012

CONTRACT NO. 10-41-14

EXHIBIT "A"

**OFFICE OF THE CHIEF JUDGE**  
**ADULT PROBATION DEPARTMENT**

**CONTRACT ADDENDA**

**ITEM #44**

**APPROVED**

Transmitting a Communication, dated October 22, 2009 from

TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

requesting authorization for the Purchasing Agent to extend for four (4) months, Contract No. 08-41-128 with Treatment Alternatives for Safe Communities (TASC), Chicago, Illinois, for the court's grant-funded Mental Health Court Program.

Reason: Approval has been received from the U.S. Department of Justice to extend the Mental Health Court grant until January 31, 2010. This contract extension will provide for continued supervision of felony offenders with mental illness and substance abuse disorders referred to the Mental Health Court Program and allow the court to expend the remaining funds on the contract. Approximately \$32,750.00 remains unexpended. Grant extension by the Cook County Board of Commissioners was on October 6, 2009. The expiration date of the current contract was September 30, 2009.

Estimated Fiscal Impact: None. Contract extension: October 1, 2009 through January 31, 2010.

\* \* \* \* \*

**ITEM #45**

**APPROVED**

Transmitting a Communication, dated October 22, 2009 from

TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

requesting authorization for the Purchasing Agent to extend for four (4) months, Contract No. 08-41-133 with Heartland Health Outreach (Heartland), Chicago, Illinois, for the court's grant-funded Mental Health Court Program.

Reason: Approval has been received from the U.S. Department of Justice to extend the Mental Health Court grant until January 31, 2010. This contract extension will provide for continued supervision of felony offenders with mental illness and substance abuse disorders referred to the Mental Health Court Program and allow the court to expend the remaining funds on the contract. Approximately \$27,700.00 remains unexpended. Grant extension by the Cook County Board of Commissioners was on October 6, 2009. The expiration date of the current contract was September 30, 2009.

Estimated Fiscal Impact: None. Contract extension: October 1, 2009 through January 31, 2010.

**OFFICE OF THE CHIEF JUDGE**  
**JUVENILE PROBATION AND**  
**COURT SERVICES DEPARTMENT**

**CONTRACT**

**ITEM #46**

**APPROVED**

Transmitting a Communication, dated November 3, 2009 from

TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

requesting authorization for the Purchasing Agent to enter into a contract with Northwestern University, Evanston, Illinois, to operate the Circuit Court of Cook County's Juvenile Court Clinic.

**OFFICE OF THE CHIEF JUDGE**  
**JUVENILE PROBATION AND**  
**COURT SERVICES DEPARTMENT continued**

**CONTRACT continued**

**ITEM #46 cont'd**

Reason: Northwestern University is recommended based upon a Request for Proposal (RFP) (09-50-1006P). Northwestern University was the only vendor to respond to the RFP.

The Juvenile Court Clinic is responsible for providing forensic clinical information to judges and court personnel in juvenile court proceedings. This information is used to make informed decisions concerning minors and families. Juvenile Court Clinic staff is comprised of lawyers and mental health professionals who use a multi-disciplinary approach to provide high quality mental health assessments that are relevant, timely, culturally sensitive and in a form that bridges the legal and mental health fields. The clinic operates in all 28 courtrooms of the Juvenile Justice Division and Child Protection Division in Chicago and the suburban municipal districts.

Estimated Fiscal Impact: \$4,691,070.00 (FY2009: \$729,592.00; FY2010: \$1,576,740.00; FY2011: \$1,583,950.00; and FY2012: \$800,788.00). Contract period: June 1, 2009 through May 31, 2012. (326-260 Account). Requisition No. 93260010.

Approval of this item would commit Fiscal Years 2010, 2011 and 2012 funds.

CONTRACT NO. 10-41-14

EXHIBIT "B"

## **Section 3: Proposed Solution**

### **A. Program Narrative**

The Cook County Juvenile Court Clinic ("CCJCC") has operated the Juvenile Court Clinic since June, 2003 and has established a highly successful system for providing clinical information in Juvenile Court cases. As attested to by feedback from Juvenile Court Judges that is cited in this Proposal, as well as attached letters of reference, our services and staff are respected and valued by Juvenile Court judges, lawyers, probation officers, and other personnel.

CCJCC is uniquely qualified to carry out the requirements stated in the RFP. We have depth and breadth of expertise: CCJCC's Director and Juvenile Justice Clinical Director were members of the original Blue Ribbon Panel referred to in the RFP at pages 11-12, CCJCC staff have authored multiple publications on clinical issues and juvenile court proceedings, and are recognized at local and national levels as a model clinical information system. CCJCC also has unparalleled experience operating a clinical information system for the Juvenile Court: beginning with the pilot of the Blue Ribbon Panel's recommended model in September, 1999 and continuing with CCJCC's establishment in June, 2003, to the present, we have successfully carried out the requirements specified in the RFP.

An important benefit of our proposal is that CCJCC has the singular ability to provide all the relevant services on which the Juvenile Court relies without interruption or the need for any transition. We have an established operation, are known to and respected by Court personnel, and are acknowledged by judges as "one of the great pleasures in working here" and "a great resource."<sup>1</sup>

CCJCC's current and proposed operation remain faithful to the original goals articulated by the Blue Ribbon Panel in the recommendations issued by the Office of the Chief Judge in August, 1999. As detailed on the following pages, CCJCC has developed and carried out each of the ten elements identified by the Blue Ribbon as essential to an effective clinical information system.

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<sup>1</sup> During the last months of 2008, the CCJCC contacted Judges in Juvenile Justice and Child Protection calendars to interview them for feedback concerning our services. The interviews followed an unstructured format, and asked general questions about services provided by Clinical Coordinators, opinions about the length and quality of CCJCC's evaluation reports, and testimony concerning those reports. Each Judge also was asked to comment about any area of concern not covered in the general questions. Comments from Judges obtained in those interviews are quoted in this Proposal.

1. **Juvenile Court must have its own court clinic dedicated to providing clinical information needed for legal decision making.**
  - Since its inception in 2003, CCJCC has provided the Juvenile Court with an array of services that address the Court's clinical information needs. These services include, but are not limited to, specially trained personnel (Clinical Coordinators) who are assigned to Juvenile Court calendars specifically for the purpose of responding to requests concerning clinical information; provision of forensic evaluations that contain information the Court will use in making legal decisions; and training opportunities for Court personnel regarding clinical issues in a legal context.
  - CCJCC staff expertise insures that provided services address issues and concerns specific to juvenile court proceedings.
  - Juvenile Court judges confirm that CCJCC's services successfully and effectively address their clinical information needs: judges have stated they "rely heavily" on our evaluations when making a legal decision, they appreciate the "thoroughness" of our reports, and describe CCJCC's forensic evaluations as "incredibly objective," and "giv[ing] me the tools to make a decision for the minor..."
  
2. **Administration of the Juvenile Court Clinic must be coordinated with and responsive to the operation of the Juvenile Court.**
  - CCJCC's Administrative Team consists of the Director, Juvenile Justice Clinical Director, Child Protection Clinical Director, and Director of Resources and Program Evaluation. The experience and expertise of CCJCC's Administrative Team serve to insure that CCJCC's operation is coordinated with Juvenile Court operation and responsive to the Court's needs.
  - As an attorney, CCJCC's Director possesses an in-depth understanding of Juvenile Court operation, and the legal needs of the Court.
  - Both Clinical Directors have extensive first-hand experience with clinical information in Juvenile Court proceedings, providing numerous forensic evaluations and testimony in Juvenile Court cases.
  - Members of the Administrative Team have long-standing relationships with key Juvenile Court personnel -- such as Presiding Judges for the Child Protection and Juvenile Justice Divisions, individual judges in each division, department heads, and staff from other related agencies (e.g., Department of Juvenile Probation, Juvenile Temporary Detention Center, various arms of DCFS) -- that facilitate communication regarding CCJCC's interaction with the Court and foster awareness of the Court's ever-evolving needs.
  - CCJCC Administrative Team participate in multiple committees that impact Juvenile Court proceedings, such as Judge Heaston's Agency Meeting, the Court's Disproportionate Minority Contact committee, the Juvenile Detention Alternative Initiative Executive Committee, DCFS Workgroup, Child Protection Core Training, and Juvenile Probation and Court Services Management meetings.
  - CCJCC's program evaluation activities measure and monitor its operation to facilitate coordination with and promote responsiveness to the multiple entities involved in Juvenile Court operation. In contrast to its predecessor, CCJCC is a visible, active, and valued participant in issues that impact the Juvenile Court.

- CCJCC's Administrative Team have authored numerous publications, provided technical assistance to other jurisdictions, and participated in conferences and presentations at local, state, and national levels on issues relating to the clinical information system CCJCC embodies. Through these dissemination activities, the Juvenile Court Clinic's operation has become recognized as a successful model clinical information system in a court setting. CCJCC's Administration not only coordinates with and is responsive to the operation of the Juvenile Court, but, further, enhances the reputation and prestige already enjoyed by Cook County Juvenile Court for innovation and progress in addressing mental health issues in court proceedings.
3. **The leadership and staff of the Juvenile Court Clinic must have clinical and forensic expertise in and cultural sensitivity to the specialized issues concerning children and families involved in Juvenile Court proceedings.**
- CCJCC's Administrative Team members have extensive training and experience in relevant clinical and forensic areas. The Team's expertise is reflected in their education, professional experiences, and multiple publications and presentations at national conferences as documented in their attached resumes.
  - CCJCC staff use established templates and follow supervision protocols that insure duties are carried out with the requisite skill and expertise.
  - CCJCC psychologists undergo rigorous training and supervision to ensure evaluations are conducted consistent with clinical requirements and forensic best practice guidelines.
  - All staff receive training on Juvenile Court proceedings and relevant legal issues to provide context for the particular nature of our work.
  - CCJCC has explicitly addressed the need for cultural sensitivity among its staff through its supervision and training protocols, as well as regular educational sessions on aspects of cultural sensitivity, and through a staff that is culturally and ethnically diverse.
4. **Methods must be developed and implemented to identify and obtain relevant existing records promptly in response to requests from the Juvenile Court for clinical information.**
- The Blue Ribbon Panel identified record gathering as a significant obstacle to timely provision of information. CCJCC follows the model recommended by the Blue Ribbon Panel and has staff specifically dedicated to identifying relevant records, executing authorizations necessary for release of those records, and obtaining records in a timely manner.
  - CCJCC record gathering staff have long-standing relationships with multiple agencies that frequently have relevant records needed for our evaluations; these relationships help CCJCC staff obtain needed records promptly.
  - CCJCC staff follow detailed procedures for identifying and obtaining relevant records, as a result of which CCJCC is able to successfully obtain large volumes of records in a timely manner which Psychologists use as part of forensic evaluations.
  - CCJCC's success in obtaining relevant records also permits court personnel to gain access to those records upon proper written authorization. Court personnel frequently request re-release of records the Clinic has obtained. As an additional accommodation to court personnel, upon proper written authorization, the Clinic provides copies of requested records.

5. **Practice guidelines for clinicians must be established and maintained for consistently providing accurate, objective and legally relevant clinical information in Juvenile Court proceedings.**
  - CCJCC's Director is a licensed attorney. This legal expertise is essential to provision of clinical information within appropriate legal parameters and for insuring that CCJCC appreciate the legal context of our services.
  - In addition to on-going consultation as issues arise, CCJCC's Director has developed written memoranda that address particular legal issues, e.g., the statutory requirements for fitness evaluations, or how courts have interpreted statutory requirements for terminating parental rights on the basis of mental illness.
  - As noted in comment to number 3, all CCJCC staff are trained on juvenile court proceedings and related legal issues which impact the Court's clinical information needs.
  
6. **Referral questions must be specifically articulated to increase the utility of clinical information in Juvenile Court proceedings.**
  - CCJCC's Clinical Coordinators consult with court personnel to determine the precise nature of a request and use a formal template CCJCC created to specify and document clinical information needs. According to feedback from judges, these procedures as carried out by Clinical Coordinators are universally regarded as effective and responsive.
  - Consultation and use of CCJCC's template have eliminated vague referrals. Previously, court personnel would request "a clinical," or "a psychological." These generic requests would result in generic responses of limited or no utility to the Court.
  - Judges confirm the utility and value of clinical information CCJCC provides in response to RCIs. According to various judges, CCJCC's forensic evaluations
    - "Make significant differences in how I rule..."
    - Are used to "get a lot of evidence into the record"
    - "Give me the best advice and I rely on them religiously."
  
7. **Clinical information must be provided to the Juvenile Court in a timely, thorough and practitioner friendly manner.**
  - Multiple aspects of CCJCC's operation are directed at and contribute to providing the Court with information in a timely manner.
    - Clinical Coordinators assigned to specific court calendars serve as gatekeepers to eliminate inappropriate requests that previously clogged the system and resulted in lengthy delays.
    - Protocols for intake and record gathering expedite record gathering and avoid delays in providing evaluation reports to the Court.
    - Evaluation protocols include established time frames to insure timely responses to Court requests for clinical information.
  - Judges from both the Child Protection and Juvenile Justice Divisions confirm that CCJCC's forensic evaluations provide clinical information that is thorough and practitioner friendly:
    - According to a senior judge in the Juvenile Justice Division, CCJCC reports are provided "on time" and are "thorough and user friendly."
    - Multiple judges noted that CCJCC reports are written in "understandable language."

- Judges described CCJCC reports as providing “complete and total review of records,” “comprehensive family history,” “detailed histories.”
- Judges acknowledged that testimony is rarely needed because CCJCC reports are so thorough:
  - “I try not to let lawyers request testimony because the evaluation always speaks for itself.”
  - “I don’t allow it [testimony] usually because it would just be cumulative; your reports are complete.”

**8. Ongoing educational programs are needed to improve the ability of Juvenile Court personnel to request and use clinical information.**

Since its inception, CCJCC has continually and consistently provided services that educate Juvenile Court personnel on requesting and using clinical information.

- CCJCC Clinical Coordinators serve as an important and effective means for educating Juvenile Court personnel. Clinical Coordinators have background and training in law and mental health, and are assigned to specific courtrooms to respond to issues regarding clinical information. As detailed in this Proposal in **Service Components** in Section 3. B., **Program Specifics**, Clinical Coordinators consult with Court personnel and can answer general (i.e., non case specific) questions regarding clinical issues. Clinical Coordinators also consult with Court personnel concerning specific referrals, and guide personnel to create clear and specific requests for clinical information.
- Feedback from Juvenile Court Judges indicate that Clinical Coordinators are a helpful resource regarding clinical issues, particularly for new judges or those who may not have background or training in mental health. According to Judges, CCJCC Clinical Coordinators are responsive and “always there” when needed.
- CCJCC provides structured orientations to new judges, lawyers, and probation officers that explain CCJCC’s services and how to request clinical information. These orientations are provided in individual and group formats, and include power point presentations and written materials.
- CCJCC also provides Juvenile Court personnel with formal educational programs that address relevant clinical issues. Examples include:
  - “Use of Clinical Information in Child Protection Proceedings,” presentation to Bar Attorneys in Child Protection
  - Participation in the Core Training series sponsored by the Child Protection Division.
  - “Psychological Testing with Adolescents,” Presentation to Special Advocacy Unit, Juvenile Probation
  - “Keys to Acquiring and Using Clinical Information,” Presentation at September Symposium
  - “Trauma and Delinquency,” Presentation at September Symposium
  - “Clinical Information in Child Protection Proceedings,” presentation to Public Defenders
  - “Using Resource Memos,” Presentation to Public Defenders
  - “Successful interviewing in Child Protection cases,” presentation to CASA
  - “TARGET Curriculum,” Presentation to staff from Department of Juvenile Probation on working with traumatized youth

**9. Communication must be improved among judges, lawyers, clinicians and court constituents regarding clinical information used in Juvenile Court proceedings.**

Enhanced communication is a hallmark of CCJCC's operation. Measures that have resulted in improved communication among court personnel regarding clinical information in court proceedings include:

- Clinical Coordinators who serve as designated liaisons regarding clinical issues provide the court with a clear means for communicating clinical information needs, receiving information concerning pending clinical issues, and obtaining responses to requests. According to Judges, Clinical Coordinators are consistently responsive and available: "It's like magic; she's always there when I need her..."
- Clinical Coordinators are designated liaisons between the Court and the Illinois Department of Human Services for cases involving minors referred for restoration of fitness services. According to Court personnel, these referrals previously were a "black hole" because no-one assumed responsibility for providing a link between the Court and DHS. CCJCC protocols require Clinical Coordinators to confirm receipt of the referral by DHS, to monitor services progress, and to follow up with DHS personnel regarding periodic updates to the Court as required by statute.
- CCJCC policies and procedures insure that all referrals are clearly stated, documented, and copies are provided to all relevant personnel (e.g., judges, lawyers, probation officers).
- Clinical Coordinators follow established protocols according to which they provide Court personnel written updates on the status of pending responses. Judges appreciate these written memos, noting that they help "keep lines of communication open."
- Clinical Coordinators are the designated liaison for communication between the Court and JTDC regarding clinical information. According to one Juvenile Justice judge, communication with the JTDC is "much better" as a result of CCJCC protocols for documenting, conveying, and following up on referrals to JTDC.
- CCJCC training protocols emphasize that psychologists avoid using technical terms and provide explanation of all such terms when needed. Clinical templates insure that our reports provide responses to the Court's questions in language that is clear and understandable.
- Members of CCJCC's Administrative Team engage in constant dialogue with key court personnel to insure effective communication regarding clinical issues in Court proceedings.
- CCJCC provides brochures in multiple versions that summarize CCJCC services: one version is directed at court personnel and a second version, directed at individuals referred to CCJCC by the Court, is available in English and in Spanish.
- CCJCC protocols require staff at all stages of the evaluation process to provide clear explanations to all persons who participate in court-ordered evaluations including purpose of the referral, rights and limitations concerning participation, confidentiality of information provided, and steps that will occur during the evaluation process.

**10. Clinical intervention resources appropriate to the needs of the Juvenile Court and its constituents must be identified, developed and strengthened.**

- One of CCJCC's significant additions to the Juvenile Court's clinical information system is creation of a database containing information on community-based resources for

interventions relevant to youth and family in juvenile justice proceedings. In the past year, DCFS has incorporated CCJCC's resource database as part of its state-wide data base (SPD).

- In response to inquiries from judges, lawyers, and probation officers, CCJCC resource staff search the database and provide information on services for the particular minor and/or family. Information for relevant resources includes, but is not limited to, details of intake procedures, eligibility requirements, and description of services provided at each named agency.
- CCJCC psychologists include information on specific community based resources in forensic evaluations submitted to the Court for use in determining sentencing options. Resource information assists the Court to implement clinical recommendations contained in those evaluations.
- CCJCC has trained staff from Juvenile Probation on using the database to identify appropriate community based resources for minors on probation. Feedback from two pilot divisions has been very positive and we are moving toward department-wide training on using the database.
- CCJCC has trained mental health staff from Juvenile Temporary Detention Center on using the database to identify community based resources as part of after-planning for minors returning to the community after release from JTDC.
- CCJCC's resource function consistently receives attention as a significant innovation in responding to clinical information needs, and was the subject of a recently published article in a national journal on enhancing representation in juvenile justice proceedings

As demonstrated by the foregoing, CCJCC's operation is faithful to its origins in the evaluation initiated by the Chief Judge of the Circuit Court of Cook County in 1995, and, moreover, successfully establishes the value and viability for the Juvenile Court of the Juvenile Court Clinic that resulted from that evaluation.

## **Section 3: Proposed Solution**

### **B. Program Specifics**

Program Specifics are described below according to the following organization specified at page 21 of the RFP:

1. **Program Standards**
2. **Service Components**
3. **Juvenile Court Clinic Staff**
4. **Work Space and Equipment**
5. **Coordination with Existing Operation**

#### **1. Program Standards**

##### **A. Standards of Service**

As detailed in the previous sections 3. A. **Program Narrative**, and in sections B. 2. and 3., below, CCJCC's operation incorporates the highest standards of service. CCJCC conducts forensic evaluations according to a model based on established best practices for clinical and forensic assessment; services are carried out with sensitivity to and awareness of the legal context of our work; sensitivity to and understanding of cultural context is emphasized through training sessions, supervision protocols, and culturally diverse staff. Barriers to services are explicitly addressed; when necessary, psychologists are available outside of regular business hours, and transit cards are provided to facilitate transportation of minors and families referred to CCJCC for court ordered evaluations.

##### **B. Ethical standards**

CCJCC training and supervision protocols emphasize the importance of compliance with relevant ethical standards when providing services to the Court. Specifically, psychologists and psychiatrists are required to comply with the following:

- Forensic Specialty Guidelines. See: [ap-ls.org/links/currentforensicguidelines.pdf](http://ap-ls.org/links/currentforensicguidelines.pdf)
- Ethics Guidelines for the Practice of Psychiatry. See: <http://www.aapl.org/ethics.htm>
- American Psychiatric Association: The Principles of Medical Ethics With Annotations Especially Applicable to Psychiatry. See: <http://www.aapl.org/ethics.htm>
- American Psychological Association: Ethical Principle of Psychologists and Code of Conduct. See: <http://www.apa.org/ethics/code2002.html>

##### **C. Confidentiality**

CCJCC Administration and staff are acutely aware of the highly confidential nature of Juvenile Court proceedings and the additional protections afforded by applicable statutes that set forth requirements for confidentiality of mental health information. CCJCC's policies and procedures incorporate the following steps to preserve confidentiality of information obtained in the course of our work:

- All persons working at CCJCC, including student interns and volunteers, must sign a statement agreeing to comply with detailed requirements regarding confidentiality of information obtained in the course of their work.
- CCJCC's procedures for obtaining and releasing records comply with the requirements of the Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/2 et.seq.

- CCJCC psychologists comply with statutory requirements regarding information disclosed in the course of evaluations to determine a minor's fitness to stand trial. 725 ILCS 5/104 et seq.
- All statutory provisions relating to confidentiality in Juvenile Court proceedings are summarized in a training memo created by CCJCC's Director and provided to staff.
- CCJCC protocols provide that documents with identifying information must be securely stored.
- CCJCC is researching methods for encrypting electronic communication.

**D. Staff Qualifications**

According to CCJCC policy, psychologists must be licensed and doctoral level professionals. Post-doctoral fellows and any unlicensed staff conducting evaluations are supervised by licensed psychologists who must sign all such evaluation reports. As documented in resumes incorporated in Proposer's Response Attachment A (Proposer Questionnaire), CCJCC psychologists possess relevant education and training and significant experience with evaluating children and families in a juvenile court setting as specified in the RFP at page 14.

All CCJCC staff have access to and participate in training and continuing education activities. CCJCC's training and education function is designed to carry out the goals articulated in the RFP at page 15; *i.e.*, to insure efficient/effective provision of services; enhance relevant professional development; maintain awareness of legal developments related to mental health and forensic issues, and to foster cultural sensitivity. See **Section 2. J. Training and Education**, below, for details regarding CCJCC staff training and education activities.

**2. Service Components**

CCJCC's operation provides services relating to court ordered requests for clinical information as listed in Section 3.03.1 of the RFP:

- A. Clinical Coordination**
- B. Forensic Evaluations**
- C. Resource Identification and Consultation**
- D. Emergency and Expedited Clinical Services**
- E. Administration**
- F. Data on Operation and Services**
- G. Management Information System**
- H. Program Evaluation**
- I. Work Volume**

Details concerning CCJCC's operation as relating to each of the above-listed Service Components are provided below. In addition, details regarding CCJCC training and education services are provided in the sub-section designated **J. Training and Education**.

Although not specified in the listed Service Components required by the RFP, training and education activities are essential components of CCJCC's operation, consistent with the following principle articulated at page 15 of the RFP:

*"The guiding principle behind the Clinic's design is that effective provision of clinical information to the court must extend beyond providing written reports of clinical evaluations. The structure and operation of the Juvenile Court Clinic will reflect this principle, incorporating multiple functions such as educational activities to assist providers and consumers of clinical information..."*

#### **A. Clinical Coordination**

As part of our day to day operation, CCJCC staff carry out activities described in the RFP as Clinical Coordination: referral, screening, intake, identification and/or gathering of existing information and records, provide on-going feedback concerning progress and results of referrals. CCJCC's current operation encompasses those activities, as documented below.

##### **1. Clinical Coordinators**

CCJCC employs five (5) Clinical Coordinators who provide clinical coordination services to specified court calendars. Judges, lawyers, probation officers, and caseworkers in thirteen (13) Child Protection calendars and twenty (20) Juvenile Justice calendars contact their assigned Clinical Coordinator whenever clinical information may be needed in court proceedings.<sup>2</sup>

CCJCC Clinical Coordinators must have a master's degree in social work, psychology, or a related field and receive extensive training from CCJCC staff on Juvenile Court proceedings and relevant legal issues. This background and training provides a bridge between law and mental health, and makes them uniquely equipped to serve as the Court's liaisons regarding clinical information.

Each Clinical Coordinator is assigned to multiple courtrooms and carries a pager. Court personnel are given contact information and if the assigned Clinical Coordinator is not physically in the courtrooms when needed, CCJCC protocol provides that Clinical Coordinators responds to a page within 5 minutes.

Judges offer unanimous praise for Clinical Coordinators, saying Clinical Coordinators are *"always there when I need CCJCC," "responsive,"* and *"easy to contact."* Judges also noted that they value Clinical Coordinators' assistance, describing Clinical Coordinators as *"great," "top-notch,"* and *"doing a wonderful job."*

##### **2. Initial consultation with court personnel**

Clinical Coordinators respond to contacts first by consulting with the person requesting information. Clinical Coordinators function as gatekeepers, and an important aspect of clinical coordination is to screen referrals to insure appropriate and efficient responses.

Some requests for clinical information can be resolved through consultation with the Clinical Coordinator and require no further services; for example consultation can provide answers to

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<sup>2</sup> CCJCC originally employed 9 Clinical Coordinators and at one point increased to 10 Clinical Coordinators for coverage of Juvenile Court calendars. As CCJCC staff gained experience and Court personnel became more conversant and familiar with CCJCC's services, we determined that fewer Clinical Coordinators were necessary for sufficient coverage. We have maintained our current configuration of 5 Clinical Coordinators since approximately 2007.

general questions regarding clinical issues. According to comments from Judges, this type of consultation can be very helpful, particularly for a new judge and/or those without training or background in clinical issues. Below are common examples of questions Clinical Coordinators resolve through consultation:

- “What’s the difference between a bonding assessment and a parenting assessment?”
- “When would you need a psychiatric evaluation rather than a psychological?”
- “What does R/O mean?”
- What is Haldol and what does it do?”

Consultation also screens out premature or otherwise inappropriate referrals and thereby eliminates unnecessary evaluations of parents and/or families that can delay court proceedings. For example:

- An attorney contacts the Clinical Coordinator and requests a “psych” to assess a parent’s progress in therapy.
- The Clinical Coordinator learns from the attorney that the parent has been in therapy for one month.
- Following consultation, the Clinical Coordinator screens out the request, advising the attorney that
  - a psychological evaluation would not be useful;
  - a therapist’s report would provide the information the attorney seeks; and
  - more useful information would be available after giving the parent a few months to engage in services.

A significant by-product of CCJCC’s consultation process is informal education of lawyers and judges regarding referrals; *i.e.*, understanding which types of questions will result in a referral that will elicit useful information and identifying the best provider of that information. Clinical Coordinators document all “consults” and CCJCC’s program evaluation function maintains data on this service. We continue to receive requests that are resolved through consultation and this service serves important purposes. However, these requests have steadily declined since 2003. We attribute this decline to the learning curve effect: anecdotal evidence from Clinical Coordinators and program evaluation data indicates that judges and lawyers continue to better understand clinical issues and requesting clinical information.

### **3. Documentation of referrals**

An important part of developing a referral is clear articulation and documentation of the particular request. Clinical Coordinators elicit information to create specific and detailed referrals. Referrals that are not resolved through consultation are documented in a standard CCJCC format. Referrals that primarily concern services for minors in juvenile justice proceedings are documented in a format designated a “Service Memo.” Service Memos are a significant Service Component CCJCC currently provides to the Court and are described below

at part C., **Resource Identification and Consultation**. All other referrals are documented in a format designated the "RCI."<sup>3</sup>

The RCI was devised in direct response to the Blue Ribbon Panel's recommendation that "Referral questions must be specifically articulated to increase the utility of clinical information in Juvenile Court proceedings." See Part A., Program Narrative, Recommendation 6 described above. Previously, most requests were generic, *e.g.*, asking for a "clinical" or "psychological" with no additional explanation: responses to such vague requests were similarly vague and therefore of limited or no utility. In contrast, RCIs contain demographic information, reasons(s) giving rise to the request, stage of legal proceedings, and specific clinical questions to be addressed. Documenting referrals in the RCI format results in individualized responses with accurate and relevant information that answers specific questions tailored to the particular case.

#### **4. Directing referrals to the appropriate provider**

Clinical Coordinators have learned that lawyers and judges want to send virtually all referrals to CCJCC. However, we do not have adequate staff to provide timely responses to the volume of referrals that would result. Moreover, as illustrated above, CCJCC may not be the appropriate provider of the information sought: for example, information on a parent's progress in therapy should be directed to the parent's therapist and not to CCJCC. CCJCC's referral system distinguishes between referrals requiring a forensic evaluation and referrals for information primarily concerning services.

CCJCC accepts referrals for forensic evaluations; *i.e.*, for evaluations containing information a judge will use to make a legal decision. All other requests for clinical information are referred to entities such as JTDC, DCFS, DCFS contracting providers, and community-based mental health agencies. More recently, effective June 1, 2008, Clinical Coordinators in juvenile justice courtrooms also document and direct referrals to the Juvenile Justice DCFS Workgroup that evaluates potential placements with DCFS of minors under 15 who are the subject of juvenile justice proceedings.

#### **5. Providing Court with ongoing feedback concerning progress and results of referrals**

Pursuant to established CCJCC policies and procedures, Clinical Coordinators follow up at regular intervals on the status of pending referrals. In addition to reporting to the Court on an as-needed basis, Clinical Coordinators submit written status memos to the Court on pending referrals.

For each referral to CCJCC, Clinical Coordinators submit a written status memo detailing case progress two weeks following the date of the court-ordered referral. Additional memos are submitted as necessary, for example, advising the Court of obstacles to obtaining records or problems obtaining cooperation of evaluation subjects. For each Child Protection forensic evaluation that results from a referral to CCJCC, Clinical Coordinators provide anywhere from 1-6 written status memos; for each Juvenile Justice evaluation the number ranges from 1-4.

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<sup>3</sup> "RCI" is an acronym for Request for Clinical Information, and refers to a standard format CCJCC devised. Clinical Coordinators use the RCI to document requests for clinical information that arise in Court proceedings.

For referrals to entities other than CCJCC, Clinical Coordinators contact the provider to confirm receipt of the RCI. Clinical Coordinators also act as a liaison between the Court and provider, if needed. CCJCC has no control over the quality of information other entities provide. However, experience has demonstrated that providing specific questions to be answered and/or information sought helps to elicit a useful and clear response. In addition, outside entities are more diligent in their responses when Clinical Coordinators monitor progress and report to the Court. During interviews, Judges noted that documenting and monitoring requests to outside entities has yielded higher quality and more useful information provided in a more timely manner. For example, a judge in the Juvenile Justice Division noted that since CCJCC Clinical Coordinators have become involved in referrals to JTDC, the process is much improved.

**6. Procedures for referrals of minors found unfit to Illinois Department of Human Services (“DHS”) for restoration of fitness**

Most minors who are found unfit in Juvenile Justice proceedings are subsequently ordered by the Court to DHS for services aimed at restoring the minor to fitness. CCJCC services include steps to insure these referrals are documented, conveyed to DHS, and that the Court receives notice of the status of these referrals.

Clinical Coordinators are responsible for conveying the court order and supporting documentation to the appropriate party at DHS. Pursuant to CCJCC protocol, Clinical Coordinators contact DHS personnel to confirm receipt of the referral and all paperwork, monitor progress of the case to insure compliance with statutory requirements, and report to the Court on case status.

Court personnel have cited CCJCC’s services concerning these referrals as very helpful and a significant improvement from previous practice. Prior to CCJCC implementing protocols for these referrals, there was no designated party that assumed responsibility for the referrals and orders frequently would “fall between the cracks” and never reach DHS, thereby causing significant and potentially costly delays in court proceedings. CCJCC protocols and procedures involve multiple contacts with DHS staff to monitor restoration status, submission of written status reports to the court on case progress, and facilitating transportation of minors ordered to services on an outpatient basis.<sup>4</sup>

**7. Intake of referrals to CCJCC**

CCJCC initiates intake of referrals to CCJCC on the day of the court order. Immediate initiation of the intake process fosters early engagement of the evaluation subject, reduces “no-show” rates, and prevents costly case delays.

CCJCC intake staff and student interns conduct intake interviews. All persons conducting intake interviews are appropriately trained and supervised. Intake staff use standard formats CCJCC Administration developed to elicit and document information that will assist in responding to the

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<sup>4</sup> CCJCC Clinical Coordinators provide bus passes to minors who need transportation assistance to outpatient services which are located in Maywood. Although this can involve providing up to 3 passes each way, the cost is far less than if the minor is ordered to in-patient services or is placed in the JTDC as the result of missing service appointments. The transportation cost is incorporated in cost for Work Space and Equipment as provided in section 2.4 at page 20 and Attachment D, Cost Proposal Forms.

referral. Intake formats include: Child Protection Parent, Child Protection Minor, Juvenile Justice Minor.

Pursuant to CCJCC protocols, all intake interviews begin with an explanation of the intake process and oral and written explanations of the limits on confidentiality of information provided to CCJCC during intake.

A primary goal of intake is to obtain information on sources of existing relevant information; these generally are records from hospitals, schools, and treatment providers. During the intake interview, staff review a list of hospitals and agencies and ask minors and/or parents to identify potential record sources. Intake staff also obtains appropriate signatures on written authorizations for each identified record sources to release records to CCJCC. These records are an essential component of forensic evaluations; details on record gathering are provided in the next section.

During intake, other important information is gathered that facilitates the evaluation process. Examples include: language needs (i.e., is English the primary language?); limitations on availability for clinical interviews due to work schedules or transportation; contact information, including alternative phone numbers and text accessibility.

#### **8. Record Gathering for Referrals to CCJCC**

The RFP specifies at page 17 that "The Juvenile Court Clinic shall establish and maintain linkages with agencies involved in the administration and delivery of mental health services, social services or other human services to obtain timely information relating to court requests."

Best practices for forensic evaluations require data from multiple sources; records therefore are an essential information source for psychologists conducting those evaluations. CCJCC Psychologists thoroughly review all records and complete a written summary of relevant information as part of the evaluation report. CCJCC's record gathering obtains critical information in a timely manner for psychologists to use in forensic reports for the Court.

Since June 2003, CCJCC's record gathering staff have developed relationships with many agencies and entities that frequently have records needed as part of the forensic evaluation process. These relationships enable staff to obtain records efficiently and effectively using CCJCC protocols. However, as illustrated below, record gathering is extremely labor-intensive:

- CCJCC psychologists reference an average of 52 individual records in a Child Protection evaluation, from a range of 3 to 230 individual records. Average efforts by CCJCC staff per evaluation to obtain those records include:
  - contacting 5.3 record sources
  - making 22 phone calls to obtain records
  - obtaining 81% of requested records
  
- CCJCC psychologists reference an average of 17 individual records in a Juvenile Justice evaluation, from a range of 2 to 176 individual records. Average efforts by CCJCC staff per evaluation to obtain those records include:

- contacting 5.6 record sources
- making 11 phone calls to obtain records
- obtaining 78% of requested records

CCJCC's record gathering also provides an additional service to the Court. Upon receipt of a properly executed authorization for release of information, CCJCC will provide attorneys and other court personnel such as probation officers with copies of records we have obtained in the course of conducting court ordered forensic evaluations. Providing these records pursuant to CCJCC protocols saves attorney offices and staff from the Department of Juvenile Probation the time and effort required to obtain records from original sources.

## **B. Forensic Evaluations**

CCJCC provides the Court with forensic evaluations regarding the following legal issues:

- Child Protection:
  - Visitation
  - Termination of Parental Rights
  - Change of permanency goal
  - Considering return home
  - Motion for case closure
- Juvenile Justice:
  - Fitness to stand trial, plead or be sentenced
  - Competence to waive Miranda Rights
  - Transfer of jurisdiction to criminal court
  - Not guilty by reason of insanity
  - Not guilty but mentally ill
  - Sentencing
  - Detention of minor charged with firearm violation in or near school
  - Extended Juvenile Jurisdiction (EJJ)
  - Other (psychiatric evaluations, risk assessments)

CCJCC psychologists conduct forensic evaluations in response to court-ordered referrals. However, each evaluation is the result of multiple activities by CCJCC staff that insure the court receives an evaluation that is accurate, timely, and culturally sensitive and conducted according to best practices.

Psychologists receive intensive training and supervision from one of CCJCC's Clinical Directors. Supervision and training includes didactic sessions on evaluation methodologies, observation of clinical interviews, ongoing and active discussion of case material and case conceptualization, and review of the written response. As Psychologists gain experience with the CCJCC model, supervision becomes less intensive and shifts to a consultation model.

As previously described, intake and record gathering are carried out to facilitate timely responses to referrals. In addition, Clinical Coordinators routinely follow up with subjects of evaluations via phone calls and letters to inform them of appointments and to address constraints to or questions regarding the evaluation process. Clinical Coordinators also are responsible for delivering completed reports to court personnel on the assigned due date specified in the RCI.

The due date is calculated to permit personnel time to read the evaluation prior to the scheduled court date. Prior to CCJCC, court proceedings frequently were delayed because the parties did not receive evaluation reports until the court date, if at all.

CCJCC Psychologists are doctoral level, licensed clinicians who conduct evaluations according to a "best practices" forensic evaluation model.<sup>5</sup> Clinical Directors provide training and supervision to insure adherence to best practices such as:

- Use of data from multiple sources including records and clinical and collateral interviews.
- Comparing and/or corroborating data points to gain a full and accurate understanding of the relevant clinical factors.
- Report data and clinical interpretations separately.
- Support all clinical recommendations with clearly linked data.
- Promote accuracy in assessment and writing through attention to cultural issues.

CCJCC's best practice model requires psychologists to review records; conduct multiple clinical interviews with minors, parents, and family members involved in evaluations; conduct interviews with multiple collateral sources; conduct at least one observation of the parent(s) and child(ren) involved in child protection evaluations; and complete psychological testing as needed.

The average work effort by CCJCC psychologists for a single evaluation is presented below:

- Record Review:
  - Child Protection: 52 records referenced in report (range from 3-230)
  - Juvenile Justice: 17 records referenced in report (range from 0-76)
- Direct Clinical Contact (includes clinical interviews, collateral interviews, and parent/child observations):
  - Child Protection: 6.4 hours (range from 0-13)
  - Juvenile Justice: 4.8 hours (range from <1-12.6)
- Psychological Testing:
  - Child Protection: 1 test administered (range from 0-4)
  - Juvenile Justice: 1 test administered (range from 0-5)
- Report Writing:
  - Child Protection: 25 page written response (range from 5-59)
  - Juvenile Justice: 17 page written response (range from 2-33)

As noted in section 3. A. Program Narrative, CCJCC's forensic evaluations are regarded with great respect by Court personnel who describe the evaluations as valuable and useful. Judges noted "You have quality people who are doing all you can do," "I love the reports...I love the way they are organized...they are very thorough; there is a lot of work involved." One judge stated "Yours [evaluations] are consistently good. You should be proud of what you are doing."

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<sup>5</sup> Best practices are well established in relevant literature and address how a clinician should collect, integrate, and interpret information in a legal setting or for the Court.

Psychologists are available to testify regard the forensic evaluations they conduct for the Court. Feedback from Judges indicate uniformly positive experiences with testimony by CCJCC psychologists. However, psychologists testify infrequently; as Judges have noted, the quality and thoroughness of CCJCC evaluation report makes testimony redundant. CCJCC's forensic evaluations therefore not only provide high-quality and useful information, but also enhance Court efficiency by reducing the need for time-consuming testimony.

### **C. Resource Identification and Consultation**

CCJCC's Resource Identification and Consultation services provide information regarding community based intervention resources that are relevant to court involved youth and families. These services are provided by the Resource Director (who also serves as the Program Evaluation Director), Resource Social Worker, and Resource Specialists. Student interns and additional CCJCC staff also provide these services when needed. These services include:

#### **1. Community-Based Resource Database**

In response to concerns expressed to the Blue Ribbon Panel, CCJCC developed an electronic database of community-based resources relevant for court-involved minors and their families. The John D. and Catherine T. MacArthur Foundation funded the multi-year process involved in developing and filling the database. Subsequently, the Illinois Department of Children and Family Services (DCFS) approached CCJCC regarding incorporation of the information in our database into a web-based Statewide Provider Database (SPD). We collaborated with DCFS on development of the SPD and in the spring of 2008, staff began using the SPD for providing information in service memos and resource memos. Each service or resource memo involves a database search for relevant resources, contacting identified agencies to confirm the accuracy of information such as waiting list, services provided, etc., and documenting the information in a standard format. When gathering information for a service or resource memo, resource staff on average make nine (9) phone calls (with a range of 0-31) and list approximately four (4) resources in each memo.

#### **2. Resource Memos**

CCJCC's sentencing evaluations include specific resource information that assists the court in implementing clinical recommendations in the particular evaluation. Resource staff gather and document the information for Psychologists to incorporate into sentencing evaluations provided to the court.

#### **3. Service memos**

CCJCC staff provide service memos in response to requests from court personnel for information concerning available services for court-involved families and youth in delinquency proceedings. Approximately 70% of services memos are requested by probation officers. Prior to CCJCC's implementation, many of these requests were improperly (and unnecessarily) referred for forensic evaluation. Diverting these requests to appropriate providers, *i.e.*, community based service agencies rather than the Juvenile Court Clinic, results in more timely receipt of the requested services and more effective and efficient use of CCJCC Psychologists whose mandate is to provide the court with forensic evaluations.

## **D. Emergency and Expedited Clinical Services**

### **1. Emergency hospitalizations**

CCJCC Clinical Coordinators facilitate services relating to emergency hospitalizations due to mental health concerns. Clinical Coordinators initiate SASS (Screening, Assessment, and Support Services) referrals for minors to determine if hospitalization is needed, and contact CCJCC psychologists to evaluate the need for adult emergency hospitalization.

### **2. Expedited assessment of parental competence to voluntarily terminate parental rights**

CCJCC provides the Court with clinical opinions regarding parental competence to voluntarily terminate parental rights through consent to specific adoption or surrender of parental rights. Initially, psychologists conducted a full forensic evaluation and submitted written report to the Court. Beginning in June, 2007 we implemented a new process that provides the Court with accurate and legally relevant information on this issue in a more timely manner.

CCJCC Psychologists assess parental competence *at the moment* a parent is willing to sign a consent or surrender. When a question of the parent's competence arises, a Clinical Coordinator immediately gathers relevant information and accompanies the parent to the Clinic for an assessment. A Psychologist meets with the parent to assess competence through a clinical interview, and then orally reports his/her clinical opinion to the Court the same day.

Judges appreciate the immediacy that results from this expedited process; one judge noted that it is useful to "get a snapshot" of a parent's competence at the relevant moment, *i.e.*, to have an assessment of whether the parent is competent at that particular time and understands the ramifications of voluntarily terminating parental rights.

CCJCC's revised process reflects the effective communication we have with the Court, the Court's respect for and trust in our protocols, and our ability to efficiently respond to the Court's clinical information needs.

### **3. Other expedited services**

CCJCC psychologists also are available for other expedited services such as assessing competence to testify.

## **E. Administration**

CCJCC's four member Administrative Team consists of the Director, the Child Protection Clinical Director, the Juvenile Justice Clinical Director, and the Program Evaluation/Resource Director. As noted above in **Section A. Program Narrative**, comments to Recommendation 2 demonstrate that CCJCC's Administration successfully fulfills the mandate of being coordinated with and responsive to the operation of the Juvenile Court. Additional details of services provided through CCJCC's Administration are detailed below.

### **1. Affiliation with Northwestern University**

Since 2003, CCJCC has been affiliated with Northwestern University. This affiliation exemplifies the RFP's statement on page 12 that "Vendors are encouraged to collaborate with

other organizations to broaden their ability to provide the diverse spectrum of services described in this RFP." CCJCC's affiliation with Northwestern also is consistent with the finding of the Blue Ribbon Panel that "university ties are significant factors contributing to [a court clinic's success] and "partnering with a university may provide the Clinic with valuable resources as a training site and enhance Clinic staff's professional development."<sup>6</sup>

As a clinical placement site for Northwestern, CCJCC has the benefit of students who can assist with services such as intake and record gathering with appropriate supervision from CCJCC staff. Use of graduate students from Northwestern programs such as Psycho-Legal Studies can maximize CCJCC's program evaluation and research services. Affiliating with Northwestern also supports CCJCC's expertise in relevant legal and clinical issues: CCJCC has access to journals and other publications that would otherwise require expensive subscriptions, training opportunities, and other sources of information about forensic evaluation and juvenile law. In addition, CCJCC's Director and two Clinical Directors have faculty appointments at Northwestern that directly and indirectly impact the prestige and credibility of CCJCC's services.

CCJCC's affiliation with Northwestern also has provided CCJCC with significant MIS resources, which have contributed to CCJCC's ability to develop a sophisticated information technology system.

As CCJCC's fiscal agent, Northwestern provides the follow services relative to CCJCC's employees: assistance with hiring; payroll, including payroll taxes; benefits, such as health, dental, vision, pension; e-mail. Northwestern also provides services relating to fiscal management of the contract such as setting up the initial grant and monitoring and managing payment and invoices.

## **2. CCJCC Policies and Procedures**

CCJCC's Administrative Team has developed and implemented detailed policies and procedures that support multiple aspects of CCJCC operation and are documented in relevant manuals. The manuals are updated to reflect changes in procedures and also are used as training tools and policy documentation. Examples of these manuals include:

- Clinical Coordination Manual: Juvenile Justice.
- Clinical Coordination Manual: Child Protection.
- Intake and Record Gathering Manual.
- Resource Team Manual.
- Clinic Administrator Manual.
- General Forensic and CCJCC Principles for Conducting Forensic Evaluations. Covers limits of confidentiality, ethics, methodological considerations, testing, report writing, cultural issues, record reviews, hotline calls, and testimony.

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<sup>6</sup> See Report issued in August 1999 by Office of the Chief Judge of Circuit Court of Cook County: *Clinical Evaluation and Services Initiative: Report Concerning Reform of the Clinical Information System in the Child Protection and Juvenile Justice Department of the Circuit Court of Cook County and Proposal for a Redesigned Juvenile Court Clinic* at page 22.

- Clinician Training Manual/Child Protection Evaluations. Covers general legal and clinical information about child protection evaluations, detailed descriptions of methodological and clinical issues involved for each type of evaluations CCJCC clinicians conduct for the court.<sup>7</sup>
- Juvenile Justice Clinical Evaluations. Contains templates, instructions, and relevant readings for evaluations CCJCC provides to the court.<sup>8</sup>
- Introductory Notebook. Provided to all new employees and students and includes orientation materials on CCJCC, the Juvenile Court, Child Protection and Juvenile Justice proceedings, relevant personnel handbook (Staff or Student), and Confidentiality Agreement signed by all persons working at CCJCC.

### 3. Information Management and Record Keeping

CCJCC's web-based information management system is described elsewhere in this proposal. The Resource and Program Evaluation Director has primary responsibility for development and implementation of this new system which will enhance accuracy and efficiency in record keeping, and minimize cost and space requirements incurred by paper record keeping.

### 4. Additional activities by CCJCC Administrative Team

In addition to administrative/management tasks, supervision, and direct service tasks, Administration members participate in a variety of activities that further the work of CCJCC and of the Juvenile Court.

CCJCC's Administrative team members engage in on-going collaboration and cooperation between CCJCC and the Office of the Chief Judge, the Juvenile Court, the County, and various agencies involved in Juvenile Court proceedings, as noted in the RFP at page 18. Examples include:

- Collaboration with the Presiding Judge of Child Protection Division and discussion with Judges at Monthly set-aside to revise Clinic procedures for providing clinical opinions of parental competence to voluntarily terminate rights.
- Assignment of Clinic Psychologist to consult with Child Protection Office of Mediation staff regarding clinical issues arising in mediation hearings.
- Participation in Child Protection Graduated Sanctions Calendar workgroup.
- Membership in Illinois Cook Child Death Review Team.
- Membership in Court Disproportionate Minority Contact Committee.
- Presentation to Office of the Inspector General, DCFS.
- Presentation to DCFS Help Unit.
- Participation in JTDC Policy and Procedure Development Committee.
- Membership in Juvenile Detention Alternatives Initiative Executive Committee.
- Participation in Juvenile Justice Agency Committee.

<sup>7</sup> As noted elsewhere, CCJCC psychologists conduct the following types of evaluations: parenting capacity evaluations; evaluations regarding termination of parental rights under Ground P; competency to voluntarily terminate parental rights by signing consents or surrenders.

<sup>8</sup> CCJCC currently has manuals for the following evaluations: sentencing/modification of sentencing; and fitness to stand trial, plead or be sentenced. A manual concerning evaluation of competence to waive rights provided in Miranda warnings is near completion.

- Member, Juvenile Probation DLA Piper Report Committee.
- Consultant to DCFS Placement Workgroup for Juvenile Justice calendars.

CCJCC's Administrative Team also furthers the work of the Juvenile Court by disseminating and publicizing Cook County's successful and innovative clinical information system as embodied in CCJCC's operation. CCJCC's Administrative team has provided technical assistance to other jurisdictions, participated in conferences, published articles, and given presentations relating to clinical information in a juvenile court setting. Examples include:

- "Operating a Forensic Clinic"; technical assistance to Yale Behavioral Health Services.
- "Overview of Cook County Juvenile Court Clinic;" presentation at 1<sup>st</sup> Annual Collaborative Juvenile Justice Conference.
- "Development of Model for Acquiring and Using Clinical Information in Juvenile Court," presentation at APA (American Psychological Association) national conference.
- "How an Expert Can Help You," presentation at American Bar Association Annual Meeting.
- "Kids Are Different: How Knowledge of Adolescent Development Theory Can Aid Decision-Making in Court," presentation to National Juvenile Defender Center.
- "Cook County Juvenile Court Clinic: Responding to Clinical Information Needs," JDAI Inter-site Conference.
- "Availability of Mental Health Services for Court-Involved Youth: A Preliminary Evaluation," Presentation at annual meeting of Midwestern Psychological Association, Division 27 of the APA: Society for Community Research and Action.
- "Decoding Mental Health Information: What, When, Who, and How?" Presentation to State wide meeting of Illinois Probation and Court Services Association.
- "CCJCC: From Development to Implementation." Presentation to Texas JDAI Delegation.
- "DMC: From Abstract Discussions to Practical Application in Cook County, Illinois." Presentation to the Office of Juvenile Justice and Delinquency Prevention, Annual Disproportionate Minority Contact Conference.
- "An Overview of the Cook County Juvenile Court Clinic. Presentation to 1<sup>st</sup> Annual Collaborative Juvenile Justice Conference: Connecting the Pathways.
- "DMC: From Abstract Discussions to Practical Application in Cook County," Presentation to 1<sup>st</sup> Annual Collaborative Juvenile Justice Conference: Connecting the Pathways.
- "Cook County Juvenile Court Clinic: Applying a New Model." Presentation to New Jersey JDAI Delegation.
- "Cook County Juvenile Court Clinic." Presentation at MacArthur Foundation Models for Change Conference.
- "Cook County Juvenile Court Clinic:" Origins to Outcomes. Presentation at JDAI Model Site Visit.
- "Legal and Clinical Issues Regarding Juvenile Waiver of Miranda;" Workshop at APA National Conference.
- "Program Spotlight: The Cook County Juvenile Court Clinic," ABA Children's Rights Litigation Committee Newsletter.

- “Making the Connection: Legal Advocacy and Mental Health Services,” Family Court Review, Volume 45, No. 3.
- “Obtaining and Utilizing Comprehensive Forensic Evaluations: The Applicability of One Clinic’s Model,” Nevada Law Journal Volume 6, Number 3.
- “A Practice Model for Acquiring and Using Clinical Information in Juvenile Court.” Youth Law News
- “Problems in Acquisition and Use of Clinical Information in Juvenile Court: One Jurisdiction’s Response.” Children’s Legal Rights Journal

#### **F. Data on Operation and Services**

During the past five years, CCJCC has maintained data concerning all aspects of CCJCC’s operation, including all details relating to consultations by Clinical Coordinators with court personnel regarding clinical information, RCIs, service memos, and resource memos. Data has been gathered and maintained on virtually every aspect of the Clinic’s operation, yielding analyses of multiple variables that provide multiple perspectives. Examples of these variables include:

- Language, age, and other demographic information of evaluation subjects.
- Stage of legal proceeding at which information is requested.
- Legal issue for which information is requested.
- Office requesting clinical information; *e.g.*, Judge, GAL, PD, etc.
- Judicial finding relating to clinical information.
- Work effort to complete specific evaluations.
- Clinical coordination activity by
  - Calendar
  - Type of activity or service provided
  - Clinical Coordinator.

CCJCC has maintained these data in Access and SPSS databases, and used the data to generate reports on CCJCC work loads, including demands and output, evaluation timelines, and efficiencies relating to staff resources. Examples of these reports are attached as **Appendix 3-A**.

#### **G. Management Information System**

At the request of the Office of the Chief Judge, CCJCC’s operation was evaluated by a group of outside examiners in 2006. The evaluation was extremely positive overall; however, the report recommended that CCJCC’s management information system “could be better integrated and refined to reduce redundancy in data entry and to permit more sophisticated reporting and analysis.” Subsequently, we obtained funding from the John D. and Catherine T. MacArthur Foundation and engaged a provider to design and implement a new web-based management information system.

CCJCC’s Program Evaluation/Resource Director has worked extensively with the system designer to exhaustively review the Clinic’s current system, identify all system variables, and insure that the projected system will accurately capture all relevant aspects of our operation. The new system or “application” will move CCJCC from manual data entry of information documented on hand written forms to “real time” direct entry as activities occur. This will be more efficient and more accurate, and thereby allow for more effective data analysis. Clinical

Coordinators and Intake Workers will have laptops which will allow them to enter data directly into the application as they complete the RCI form and intake documents. The Clinic Administrator will enter case assignment information directly into the new application, which can be accessed by all staff assigned to the particular case.

The new system has multiple features that will enhance CCJCC's communication with the Court, record management, data processing, and office automation:

- The application will contain all case documents, facilitating communication among staff assigned to the specific case.
- A calendar function will foster effective case management.
- System checks and balances will insure data is entered correctly and chronologically.
- Flexibility in design allows system modification by CCJCC's Program Evaluation Director as needed.
- Data will be secure and access to the application will be password protected.
- All intake and record gathering will be documented in the application, including uploading of all records obtained.
- Minimizing paper files reduces file storage space.
- The application can be used to facilitate coordination with other Court offices based on key variables such as petition number, calendar number, case name, etc.

In addition to the new application, CCJCC will have a file server providing staff a safe and secure place to save documents. Each CCJCC staff member will have their own folder, and the server also will have other operational folders (e.g., policies and procedures, human resources, training, administration, etc.) accessible to staff through passwords.

#### **H. Program Evaluation**

CCJCC's Program Evaluation function gathers, analyzes, and reports data concerning our operation. These activities permit continual monitoring of our operation, identification of areas for change, and implementation of needed modifications. For example, Program Evaluation generates the following reports:

- Monthly reports of number and type of CCJCC services for the Child Protection and Juvenile Justice Divisions by calendar.
- Monthly reports of Clinical Coordinator workloads.
- Monthly reports of number and type of Clinic services requested by office: Judge, GAL, PD, State, Private/Bar Attorney, DCFS attorney.
- Monthly reports of requests with specified language need.

Program Evaluation also yields research and development projects such as:

- **Outcomes Project:** Examines level of agreement between clinical recommendations and judicial finding.
- **Work Effort Project:** Identifies activities and time required to provide forensic evaluation reports to the Court. Data from this project will be used to evaluate methodologies, workload, and as a quality control measure to measure compliance with Clinic protocols.
- Development and implementation of web-based case management system for the Clinic.

The new application described above in section **G. Management Information System**, will enhance the ability of CCJCC's program evaluation staff to access relevant data and conduct analyses that further our work.

### **I. Volume of Work**

Please note that, as described elsewhere above in **Section 3: Proposed Solution** CCJCC services include, but are not limited to, those listed in section I. of the RFP. For example, CCJCC provides forensic evaluations regarding transfer of jurisdiction to adult court; we provide copies of records obtained by CCJCC (upon presentation of proper authorization for release); and provide training and education for Court personnel and Clinic staff, as well as dissemination, and research and development projects that further the work and mission of the Juvenile Court.

### **J. Training and Education**

Training and education supports Clinical Coordination services and contributes to achieving CCJCC's mission of addressing the Court's clinical information needs. CCJCC provides training and education for court personnel, for staff, student interns, post-doctoral fellows, and to outside entities. As noted previously in this proposal, training and education are essential components of CCJCC's operation and are consistent with the principle articulated in the RFP that the structure and operation of the Juvenile Court Clinic must incorporate educational activities to assist providers and consumers of clinical information. See RFP at page 15. CCJCC's training and education services described below carry out that principle and contribute to the Juvenile Court Clinic's reputation as a nationally recognized model forensic clinic.

#### **1. Training and education for court personnel**

As documented above in comments to Recommendation 8, in **Part A. Program Narrative**, CCJCC provides training and education for court personnel through a variety of methods.

#### **2. Training for CCJCC staff**

Staff trainings reinforce the legal context of CCJCC's services, and help staff to respond appropriately to the Court's needs. Training activities typically include powerpoint presentations, written materials, and background reading assignments. Examples of staff training include:

- Multi-session orientation curriculum for new staff and students:
  - Introduction to CCJCC
  - History and Operation of the Juvenile Court
  - Introduction to Juvenile Law
  - Overview of Child Protection Proceedings
  - Overview of Juvenile Justice Proceedings
  - Juvenile Sentencing and Clinical evaluations
- Specialized training sessions according to assigned roles and duties such as:
  - Introduction to Resources and Program Evaluation
  - Introduction to Resource Memos
  - Principles of Forensic Evaluations
  - "Ground P" Evaluations
  - Parenting Capacity Evaluations

- Assessing Competency to Consent to Adoption
- Conducting Fitness Evaluations
- Didactic seminars and presentations by and for staff on clinical, cultural, and legal issues relating to clinical information in a court setting. Specific examples include:
  - Developmental Delays and Minimal Parenting Standards
  - Cultural Issues in Child Protection
  - Juvenile Life Without Possibility of Parole
  - Juvenile Drug Use
  - Mental Health Recommendations in Sentencing Evaluations on Youth in Delinquency Proceedings
  - Cultural Competency Training: White Privilege
  - Prevalence of Mental Health Issues Among Youth in Detention
  - The Black Youth Project at the University of Chicago

**3. CCJCC as internship site and placement for post-doctoral fellows in psychology and psychiatry.**

Since 2003, CCJCC has served as an internship site and/or clinical placement for law students and students in graduate social work programs. In addition, CCJCC in the past has served as a placement for post-doctoral fellows in forensic psychology. Our recent affiliation with Northwestern's Department of Psychiatry will provide valuable support for the Juvenile Court Clinic's program for post-doctoral fellows in forensic psychology, and for initiation of the Juvenile Court Clinic as a placement for post-doctoral fellows in forensic psychiatry.

A program for post-doctoral fellows in forensic psychology and forensic psychiatry serves multiple purposes and impacts both local and national levels. Currently, there is a dearth of formalized training programs in forensic psychology and psychiatry, and even fewer that specialize in forensic evaluation of juveniles. Recent trends in juvenile law have had the effect of "raising the stakes," particularly in juvenile justice proceedings. As a result, it is important that courts applying these laws have access to high quality forensic clinical information, provided by well trained clinicians. CCJCC's post-doctoral program will exponentially increase opportunities for forensic training and, consequently, increase the pool of trained forensic psychologists. During the course of the post-doctoral year, the fellows will receive didactic training and clinical experience, including supervision. These activities will prepare the post-doctoral fellows to become licensed clinicians with specialized training needed to provide high quality forensic evaluations and contribute to providing Court ordered forensic evaluations in the Juvenile Court.

As noted in Cost Proposal Forms for this Proposal, CCJCC's post-doctoral program will be initiated in mid-2010 for forensic psychology fellows, and the post-doctoral program for psychiatry will be initiated the following year.

**3. Juvenile Court Clinic Staff**

Provided below are details regarding the staff proposal as required in Section 2.3 and elsewhere in the RFP. An organizational chart depicting the staff proposal is incorporated in Section 2 Attachment A to this Proposal as Appendix 2-A.

### **Current staff**

CCJCC's current staff configuration consists of 15 full time Northwestern University employees, a part time temporary employee, and one psychologist who is paid the equivalent of .5FTE as a consultant. In addition, CCJCC's staff includes the following County employees: 5 FTE licensed psychologists, two psychologists at .5FTE each, and two additional FTE employees who function as receptionist/record custodian and record gatherer respectively.

CCJCC strives to achieve cultural and ethnic diversity among its staff. Currently, CCJCC's staff includes 24 individuals with representation of the following cultural and ethnic backgrounds:

- African-American: 6
- Latino/a: 2
- Other/Asian: 2

### **Staff and workload**

Since 2003, CCJCC has maximized efficient and effective use of staff and affiliation with Northwestern affords us flexibility to adapt our staff configuration as needed. For example, the number of Clinical Coordinators has changed from 10 to 5. Similarly, we reduced our intake/record staff from 3 to 2 full time employees through the use of student interns and increased efficiencies. However, the Juvenile Court Clinic has suffered from a chronic understaffing of Clinic Psychologists since the Clinic was first established in June, 2003.

The workload for Staff Psychologists has been an on-going issue for CCJCC, owing in part to the problem of chronic understaffing. In hindsight, we acknowledge that initial expectations regarding appropriate workload were unrealistic, unfair, and, ultimately unproductive in that it contributed to burn-out and turnover among Staff Psychologists, which in turn required more training and supervision by Clinical Directors. Staff Psychologists consistently require time outside the work schedule to complete their assigned cases in a timely manner, and work well in excess of the regular work week.<sup>9</sup> In response to concerns raised by many Staff Psychologists, we consulted with a diverse group, including current and previous employees that represented a range of skill and experience. We received a clear message that the work load imposed at that time was excessive. Subsequently, CCJCC Administration re-calculated evaluation work load expectations for Staff Psychologists, taking into account the feedback we received, demands of different types of evaluations,<sup>10</sup> and level of experience and training.<sup>11</sup>

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<sup>9</sup> Psychologists employed by the County are entitled under their contract to be compensated for work in excess of 35 hours a week. Remarkably, there are virtually no requests for comp time for those extra hours, as Psychologists apparently realize comp time does not eliminate workload and they remain responsible for producing their assigned cases within the assigned time frames.

<sup>10</sup> Child Protection forensic evaluations generally are very labor-intensive. Most involve multiple parties, typically include an enormous volume of records, and generally require at least one parent-child observation in addition to clinical and collateral interviews. To compensate for the extra work involved in child protection evaluations, Clinic Psychologists are credited at the rate of two cases for a single child protection evaluation and one case for each juvenile justice evaluation.

<sup>11</sup> Newly hired Psychologists are assigned cases on a graduated scale, to insure adequate and effective training on CCJCC's evaluation model and to accommodate close supervision of their initial evaluations.

Based on the calculation of an appropriate workload and projected volume of forensic evaluations, the Juvenile Court Clinic needs a staff of approximately 10 FTE Psychologists to provide the Juvenile Court with quality evaluations in a timely manner. In addition to Staff Psychologists, CCJCC also provides the Juvenile Court with forensic evaluations conducted by clinicians employed on a contractual basis.<sup>12</sup> The use of contractual clinicians enables the Juvenile Court Clinic to respond in a cost-effective manner to the ebb and flow of the Court's need for forensic evaluations. In addition, however, contractual clinicians have also been used to address the chronic and on-going understaffing of Juvenile Court Psychologists noted above.

As described in the preceding pages under **Service Components**, CCJCC's operation includes a wide array of services that support the Juvenile Court. The staff configuration noted below is calculated to enable CCJCC to continue providing those services with the high quality, efficiency, and timeliness the Court has come to expect – and has received -- from CCJCC.

### **Proposed Staff Configuration**

#### Administrative Staff

Director

Juvenile Justice Clinical Director

Child Protection Clinical Director

Program Evaluation and Resource Director

Clinic Administrator

#### Clinical Staff

(8) FTE Staff Psychologists

(1) .5 FTE Staff Psychologist

(1) .6 FTE Staff Psychologist

(1) .4 Resource/Program Evaluation Specialist

(5) Clinical Coordinators (5) FTE

(1) Intake and Record Gathering Supervisor

(1) Resource Social Worker

(1) Part time Resource Liaison

(1) Record Gatherer

(1) Management Information Specialist/Resource Liaison

#### Ancillary/Support Staff

(1) Receptionist/Records Custodian

### **4. Work Space and Equipment**

Apart from space and equipment currently provided to CCJCC, projected need for work space and equipment primarily involve costs described in the Cost Proposal Forms. Server costs include a server system to protect and maintain CCJCC's extensive records and documentation, and for CCJCC's web-based case management system. Internet connections include the cost of a

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<sup>12</sup> All Psychologists are trained and supervised by CCJCC's Clinical Directors and follow CCJCC methods and protocols for conducting evaluations.

router to facilitate CCJCC e-mail. Telephone costs are charges for pagers through which Court personnel are able to contact Clinical Coordinators when needed.<sup>13</sup>

#### **5. Coordination with Existing Operations**

CCJCC staff generally work regular business hours, *e.g.*, between 8 and 9 in the morning until 4:30 or 5 in the afternoon. However, staff are available outside of regular business hours, when necessary. For example, when needed, Clinical Coordinators and Intake staff stay beyond regular business hours to respond to a referral from a courtroom. In addition, Staff Psychologists frequently work outside of regular business hours to accommodate schedules of parents and minors who are referred to CCJCC for evaluation, or to conduct a parent child observation for a Child Protection evaluation.

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<sup>13</sup> Clinical Coordinators are assigned multiple courtrooms or calendars. According to CCJCC protocol, Clinical Coordinators respond to pages from court personnel within five minutes.

## Section 3: Proposed Solution

### **C. Description of Proposed Team/Payment for Services**

This Proposal provides for services at the Juvenile Justice Center, 1100 South Hamilton, as well as for services to the suburban Juvenile Justice calendars specified in the RFP at pages 20-21. This proposal also includes accommodations, noted elsewhere in this proposal, to individuals referred to the Juvenile Court Clinic for whom the Juvenile Justice Center may not be accessible.

#### **1. Summary of Staff Configuration**

##### Administrative Staff

Director: Barbara A. Kahn, J.D.

Juvenile Justice Clinical Director: Dr. Antoinette Kavanaugh

Child Protection Clinical Director: Dr. Jennifer Clark

Program Evaluation and Resource Director: Lynn Bushell

Clinic Administrator: to be hired

##### Clinical Staff

(8) FTE Psychologists:

Dr. Rachel Tait

Dr. Ascher Levy

Dr. Anne Devaud

Dr. Sweety Agrawal

Dr. Priscilla Dubois

Dr. Michael Igaravidez

Dr. Heather Cintron

To be hired<sup>14</sup>

(1) .5 FTE Psychologist: Dr. Stephanie Cornette

(1) .6 FTE Psychologist: Dr. Kendell Coker

(1) .4 Resource/Program Evaluation Specialist: Dr. Kendell Coker

(5) FTE Clinical Coordinators

Michael Clements

Katie Migala

Nereasa Bello-Sykes

Aysha Ali

Candice Cuevas

(1) FTE Intake and Record Gathering supervisor: Rita Smith

(1) FTE Resource Social Worker: Julia Walden

(1) Part time Resource Liaison: Gayan Peart

(1) FTE Record Gatherer: David Peterson

(1) FTE Management Information Specialist/Resource Liaison: Martin Nkansah

##### Ancillary/Support Staff

(1) FTE Receptionist/Records Custodian: Yvonne Poole-Holloway

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<sup>14</sup> We have a highly qualified and experienced candidate, Dr. Tracy Rogers, who is eager to join our staff.

## 2. Job Descriptions for CCJCC Staff

The **Director** bears ultimate responsibility for all aspects of the Juvenile Court Clinic's operation. She acts as spokesperson for the Juvenile Court Clinic and liaison to the Office of the Chief Judge, the Presiding Judges of the Juvenile Justice and Child Protection Department, the Director of Juvenile Probation, and the multiple offices and agencies involved in Juvenile Court proceedings. The Director is also responsible for Juvenile Court Clinic training and education activities. She collaborates with the Administrative Team on managerial issues, such as Juvenile Court Clinic policies and procedures, and on providing technical assistance and other dissemination activities concerning the Juvenile Court Clinic. The Director monitors the legal requirements for the Juvenile Court Clinic's operation within the Juvenile Court, and supervises the Clinic Administrator, Receptionist/Records Custodian, Intake and Record Gathering Supervisor, and Record Gatherer.

The **Juvenile Justice and Child Protection Clinical Directors** are responsible for training and supervision of psychologists conducting multiple types of court-ordered assessments and for emergency consultation in their respective division (*i.e.*, juvenile justice or child protection), as needed. Supervision includes, but is not limited to, meeting(s) to discuss evaluation approach, approval of evaluation methods, and review and editing of evaluation reports. Clinical Directors conduct forensic evaluations as part of their assigned duties and also are responsible for training and supervision of post-doctoral fellows placed at the Juvenile Court Clinic. Clinical Directors are responsible for training and oversight of Clinical Coordinators. This involves individual consultation and supervision in regular weekly group meetings with Clinical Coordinators in their respective division. During these weekly meetings, Clinical Directors review RCIs completed during that week and discuss other clinical and psycho-legal issues with Clinical Coordinators. Clinical Directors also are part of the Administrative Team that collaborates concerning managerial issues and on technical assistance and dissemination activities concerning the Juvenile Court Clinic.

The **Program Evaluation and Resource Director** has primary responsibility for implementing and/or oversight of all quality improvement and research related projects, including data analysis, reliability tests, reporting, and creation, documentation and management of databases and data collection processes; supervising staff regarding data collection and coding activities, statistical analyses and procedures, and research activities; coordinating with Clinical Coordinators and other staff regarding program evaluation and data collection; and generating periodic reports documenting Juvenile Court Clinic. She is responsible for CCJCC's new web based case management system, including oversight of design and implementation and staff training on use of the new system. As Resource Director, she is responsible for collaborating with and supervising Resource staff regarding the State-Wide Provider Database (SPD), providing resource and/or service memos and oversight of all other staff who generate resource and/or service memos, training staff from the Department of Juvenile Probation and Juvenile Temporary Detention Center on using the SPD, and for monitoring access to and use of the SPD by court personnel. The Resource/Program Evaluation Director also is part of the Administrative Team that collaborates on managerial issues, and on technical assistance and dissemination activities concerning the Juvenile Court Clinic, and is responsible for oversight of all computer/MIS related issues.

The **Clinic Administrator** is responsible for overseeing the Juvenile Court Clinic's day to day administrative tasks including, but not limited to, budget and financial management, case assignment, and supply procurement. The Clinic Administrator works as a liaison between the Juvenile Court Clinic and Northwestern, serves as the administrative assistant for the Administrative Team, and works closely with the Director.

**Staff Psychologists** are appropriately qualified and licensed or supervised in their discipline. Staff psychologists have received training relevant to and experience with evaluating children, youth, parents, and families seen in Juvenile Court. Staff Psychologists conduct assessments and evaluations and prepare written reports in response to court-ordered requests for clinical information. They also provide competent oral testimony relating to responses to court-ordered requests for clinical evaluations, and review evaluation reports with the subject of the evaluations upon request. Staff Psychologists may be required to perform their job duties outside of the Juvenile Court Clinic and/or regular business hours to accommodate case needs including but not limited to interviews with minors detained in the JTDC, interviews with individuals whose work schedule prevents them from interviews during regular business hours, and client observations outside an office setting.

**Clinical Coordinators** serve as liaisons for assigned courtrooms regarding clinical information. Specific tasks include: participating in formal Juvenile Court Clinic orientation presentations; engaging new attorneys and other courtroom personnel who may be unfamiliar with the Juvenile Court Clinic's operation and services; screening out requests for clinical information that are premature or otherwise inappropriate; completing and submitting a program evaluation form for each consult; draft, complete and distribute RCIs according to the policies and procedures documented in the "Clinical Coordination Procedures Manual"; complete and submit a program evaluations form for each RCI; complete and distribute requests for clinical information that do not involve a pending legal issue; carry out follow-up activities (eg. Phone calls, correspondence, status reports to court); provide instructions to parties requesting records obtained by the Juvenile Court Clinic and facilitate pending requests for re-release of requested records; assist clinicians in scheduling initial appointments for cases arising from their assigned calendars when needed and, upon, request, assist in subsequent scheduling; maintaining case notes, case closing, and other case management policies and procedures in "Clinical Coordination Procedures Manual."

The **Intake and Record Gathering Supervisor** is responsible for conducting intake interviews of parents and/or youth as part of court-ordered evaluations; training student interns and other staff to conduct intake interviews, as needed; creating lists of record sources identified during intake; contacting identified agencies to obtain medical, psychological, educational, and other records needed for clinical evaluations; and supervising and monitoring work of other record gathering staff. This position also involves data management; specifically collecting and entering data as part of the intake and record gathering process.

The **Record Gatherer** is responsible for contacting identified agencies to obtain medical, psychological, educational, and other records needed for clinical evaluations. This position also

involves data management; specifically collecting and entering data as part of the intake and record gathering process.

The **Resource Social Worker** provides individualized resource memos to court personnel and Psychologists that contain listings of resources in the community that address a specific youth's mental health, substance abuse, and/or non-clinical needs. Generating these memos involves searching the State-Wide Provider Database (SPD) to identify relevant resources that respond to the particular characteristics and needs, contacting the identified agencies to confirm accuracy of database information, and writing up the information in a standard format. The Resource Social Worker trains Juvenile Court Clinic staff and student interns who provide resource memos, and assists in training staff from external entities (e.g., JTDC, Probation Department) on use of SPD. The Resource Social Worker is responsible for collaborating with DCFS on updating SPD and monitoring issues relating to access and utility, and also for Program Evaluation and Research activities relating to community based resources.

The **Resource Liaison** is a part time position for assisting in provision of resource memos to court personnel and to Psychologists conducting sentencing evaluations.

The **Management Information Specialist/Resource Liaison** is responsible for data management and reporting, provision of resource memos, and in-house computer support.

The **Program Evaluation Specialist** is a part time position (.4 FTE) for assisting the Resource/Program Evaluation Director with data management and reporting and research projects.

The **Receptionist/Records Custodian** duties include: greeting and directing all visitors to the 5<sup>th</sup> floor; directing phone inquiries; notifying Juvenile Court Clinic staff of appointment arrivals; copying records received by intake staff; preparation of training materials; data entry of requests for Psychologist testimony and requests for re-release of records; scanning all records received by the Juvenile Court Clinic and maintaining files of scanned records; preparation of certified copies of forensic evaluation reports; responding to requests for re-release of records obtained by the Juvenile Court Clinic in the course of evaluations; maintenance and oversight of closed files.

### **3. Projected Costs**

Projected costs are detailed in the Cost Proposal Forms, Appendix 6-A: Proposed Budget Request for Proposal No. 09-50-1006P – CCJCC, and Appendix 6-B: "Not to exceed" Cost Proposal Summary including costs not provided for in Cost Proposal Forms provided in RFP which are in contained in **Section 6: Cost Proposal**, and in **Section 3 at B. 4 Work Space and Equipment** of this Proposal. Additional explanations are provided below.

#### **(1) Projected costs for personnel assume:**

- 3% annual raises for Northwestern employees in Years One, Two, Three and Four/Five
- Fringe benefit for Northwestern employees calculated at the following rates:
  - Year one: 25.3%
  - Year two: 26.2%
  - Year three: 26.9%

- Optional year four: 27.6%
- Optional year five: unavailable
- 7 FTE Staff Psychologists provided within the Juvenile Probation Department's annual budget
- 2 FTE positions (Record Gatherer and Receptionist/Record Custodian) positions provided within the Juvenile Probation Department's annual budget

**(2) Projected costs for equipment assume:**

- Replacing a certain number of computers and printers over the course of the contract.
- Costs for maintaining CCJCC's server systems

**(3) Projected costs for Contract services assume a continued need for:**

- Interpreting services
- Dictation services
- MIS consulting services/support
- Forensic evaluations provided on a contractual basis to respond to Court needs. Resumes are attached as **Appendix 3-B** for each Psychologist who provides these services:
  - Dr. Scott Stubenrauch
  - Dr. Hal Fuentes
  - Dr. Karla Anderson
  - Dr. Cara Murphy
  - Dr. Chris Payne

**(4) Projected training costs include the following costs associated with specialized training, as noted in the RFP at page 24:**

- Expenses for each of the four CCJCC Administrative Team members to attend one conference or other similar event annually for professional development/dissemination purposes.
- Costs for one post-doctoral fellow in forensic psychology beginning in approximately June, 2010 and for one post-doctoral fellow in forensic psychiatry beginning in approximately June, 2011 and each fellow in alternate contract years thereafter.

**(5) Projected transportation costs include:**

- Mileage expenses associated with travel to suburban courthouses
- Costs of providing bus passes to persons referred to CCJCC for forensic evaluation and/or to DHS for restoration of fitness services.

**(6) Indirect costs are 10% of the contract amount for overhead costs associated with operating the Juvenile Court Clinic in affiliation with Northwestern University. As noted above in Section B. 2. Service Components, this affiliation exemplifies the RFP's statement on page 12 that "Vendors are encouraged to collaborate with other organizations to broaden their ability to provide the diverse spectrum of services described in this RFP." CCJCC's affiliation with Northwestern also is consistent with the finding of the Blue Ribbon Panel that "university ties are significant factors contributing to [a court clinic's success] and "partnering with a university**

may provide the Clinic with valuable resources as a training site and enhance Clinic staff's professional development."<sup>15</sup>

As a clinical placement site for Northwestern, CCJCC has the benefit of students who can assist with services such as intake and record gathering with appropriate supervision from CCJCC staff. Use of graduate students from Northwestern programs such as Psycho-Legal Studies can maximize CCJCC's program evaluation and research services. Affiliating with Northwestern also supports CCJCC's expertise in relevant legal and clinical issues: CCJCC has access to journals and other publications that would otherwise require expensive subscriptions, training opportunities, and other sources of information about forensic evaluation and juvenile law. In addition, CCJCC's Director and two Clinical Directors have faculty appointments at Northwestern that directly and indirectly impact the prestige and credibility of CCJCC's services. CCJCC's affiliation with Northwestern also has provided CCJCC with significant MIS resources, which have contributed to CCJCC's ability to develop a sophisticated information technology system.

As CCJCC's fiscal agent, Northwestern provides the follow services relative to CCJCC's employees: assistance with hiring; payroll, including payroll taxes; benefits, such as health, dental, vision, pension; e-mail. Northwestern also provides services relating to fiscal management of the contract such as setting up the initial grant and monitoring and managing payment and invoices, and provides CCJCC's Director with legal malpractice insurance.

The benefits Northwestern provides to the Juvenile Court Clinic, as described above, fully justify the indirect costs in this proposal.

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<sup>15</sup> See Report issued in August 1999 by Office of the Chief Judge of Circuit Court of Cook County: *Clinical Evaluation and Services Initiative: Report Concerning Reform of the Clinical Information System in the Child Protection and Juvenile Justice Department of the Circuit Court of Cook County and Proposal for a Redesigned Juvenile Court Clinic* at page 22.

## **Section 6: Cost Proposal**

PLEASE NOTE FOR THE REASONS PROVIDED BELOW THAT PROPOSER'S COST PROPOSALS ARE CONTAINED IN THE COST PROPOSAL FORMS PROVIDED IN THE RFP AND TWO APPENDICES REFERENCED HEREIN.

- Proposer has completed each of the following forms attached to the RFP as Attachment D:
  - COST PROPOSAL FORM – CONTRACT YEAR ONE
  - COST PROPOSAL FORM – CONTRACT YEAR TWO
  - COST PROPOSAL FORM – CONTRACT YEAR THREE
  - COST PROPOSAL FORM – CONTRACT OPTIONS YEARS 4 & 5 and “Not to exceed” page
  
- The Cost Proposal Forms provided in the RFP did not account for the following expenses for Contract Year One:
  - Personnel costs
  - Certain Equipment Costs:
    - Personal Computers
    - Printers
    - Servers
    - Telephones
    - Fax Machines
  
- Proposer includes in this Cost Proposal expenses documented in “**Proposed Budget Request for Proposal No. 09-50-1006P – CCJCC.**” This document includes costs not accounted for in the Cost Proposal Forms provided in the RFP and is attached to this section as **Appendix 6-A.**
  
- Proposer also includes in this Cost Proposal expenses documented in “**‘Not to exceed’ Cost Proposal Summary including costs not provided for in Cost Proposal Forms provided in RFP.**” This document is attached to this section as **Appendix 6-B.**

**ATTACHMENT D: COST PROPOSAL FORM - CONTRACT YEAR ONE**

PROPOSAL PAGE

The Proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any Addendums issued pursuant thereto for **JUVENILE COURT CLINICAL SERVICES** as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

Name. Description	Unit of Measure Hours, etc	Quantity	Rate, Cost Per Unit	Total Cost
Other Communications				
Copying Equipment	Copier Rental			\$5,000
Signage				
Office Furnishings - Desks				
Office Furnishings - Chairs				
Office Furnishings - Files				
Office Furnishings - Other				
Food Service, Water Coolers	Water Cooler			\$3,000
<b>Total Equipment</b>				<b>\$8,000</b>

**CONTRACT SERVICES (3):**

Clinical	Contracting Clinicians			\$116,076
MIS				\$9,600.00
Legal Consultations				
Equipment Maintenance	Incidental repairs			\$700
Interpreter Services				\$3,000
Other				
<b>Total Contract Services</b>				<b>\$129,376</b>

**OFFICE SUPPLIES, OTHER:**

Stationery, Paper Supplies				\$6,200
Copier Supplies	Copying charges from record sources			\$1,000
Computer, Printer Supplies	Toner and Computer Accessories			\$3,400

Books, Subscriptions	Books and Testing Equipment				\$2,500
Small Furnishings					
Postage, Delivery	Fed Ex, Courier				\$100
Food Services					
Other	General Office Supplies				\$4,800
<b>Total Office Supplies, Other</b>					<b>\$18,000</b>

**TRAINING (4):**

Tuitions	Memberships and Registration fees				\$2,000
Out-of-Town Travel	Flights and hotels for conferences				\$4,800
Other	Training support				\$700
<b>Total Training</b>					<b>\$7,500</b>

**TRANSPORTATION (5):**

Mileage	CC Services to suburban calendars				\$1,300
Parking	Misc.				\$200
Tolls	Bus cards for clients				\$500
<b>Total Transportation</b>					<b>\$2,000</b>

**INDIRECT COSTS (6):**

Administrative Costs					\$142,624.02
<b>Total Proposed Cost - Year 1</b>					<b>\$164,876</b>

See Appendix 6-A for additional proposed costs for Contract Year One.

**ATTACHMENT D: COST PROPOSAL FORM - CONTRACT YEAR TWO**

PROPOSAL PAGE

The Proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any Addendums issued pursuant thereto for **JUVENILE COURT CLINICAL SERVICES** as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

**EQUIPMENT (2)**

Name. Description	Unit of Measure Hours, etc	Quantity	Rate, Cost Per Unit	Total Cost
Personal Computers				\$5,000.00
Printers				\$300.00
Server(s)				\$4,000.00
Software				\$300.00
Internet Connections				
Telephones	Pagers			\$400
Fax Machines	Rental fee			\$300
Other Communications				
Copying Equipment	Copier rental			\$5,150.00
Signage				\$0.00
Office Furnishings - Desks				\$0.00
Office Furnishings - Chairs				\$0.00
Office Furnishings - Files				\$0.00
Office Furnishings - Other				\$0.00
Food Service, Water Coolers	Water delivery			\$3,090.00
<b>Total Equipment</b>				<b>\$18,540.00</b>

**CONTRACT SERVICES (3):**

Clinical	Contracting Clinicians			\$72,808.00
MIS				\$3,000.00
Legal Consultations				\$0.00
Equipment Maintenance	Incidental repairs			\$721.00
Interpreter Services				\$3,090.00
Other				
<b>Total Contract Services</b>				<b>\$79,619.00</b>

**OFFICE SUPPLIES, OTHER:**

Stationery, Paper Supplies					\$6,386.00
Copier Supplies	Copying charges from record sources				\$1,030.00
Computer, Printer Supplies	Toner and Computer Accessories				\$3,502.00
Books, Subscriptions	Books and Testing Equipment				\$2,575.00
Small Furnishings					\$0.00
Postage, Delivery	Fed Ex, Courier				\$103.00
Food Services					\$0.00
Other	General Office Supplies				\$4,944.00
<b>Total Office Supplies, Other</b>					<b>\$18,540.00</b>

**TRAINING (4):**

Tuitions	Memberships and Registration fees				\$2,060.00
Out-of-Town Travel	Flights and hotels for conferences				\$4,944.00
Other	Training support, Psychology Post Doc Fellow				\$55,721.00
<b>Total Training</b>					<b>\$62,725.00</b>

**TRANSPORTATION (5):**

Mileage	CC services to suburban calendars				\$1,339.00
Parking	Misc.				\$206.00
Tolls	Bus cards for clients				\$515.00
<b>Transportation</b>					<b>\$2,060.00</b>

**INDIRECT COSTS (6):**

Administrative Costs					\$146,664.05
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**Total Proposed Cost - Year 2****\$328,148.05**

See Appendix 6-A for additional proposed costs for Contract Year Two.

**ATTACHMENT D: COST PROPOSAL FORM - CONTRACT YEAR THREE**

**PROPOSAL PAGE**

The Proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any Addendums issued pursuant thereto for **JUVENILE COURT CLINICAL SERVICES** as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

**CONTRACT EQUIPMENT (2):**

Name. Description	Unit of Measure Hours, etc	Quantity	Rate, Cost Per Unit	Total Cost
Personal Computers				\$5,150.00
Printers				\$309.00
Server(s)				\$4,120.00
Software				\$309.00
Internet Connections				\$0.00
Telephones	Pagers			\$412.00
Fax Machines	Rental fee			\$309.00
Other Communications				\$0.00
Copying Equipment	Copier Rental			\$5,304.50
Signage				\$0.00
Office Furnishings -				\$0.00
Office Furnishings - Chairs				\$0.00
Office Furnishings - Files				\$0.00
Office Furnishings - Other				\$0.00
Food Service, Water Coolers	Water delivery			\$3,182.70
<b>Total Equipment</b>				<b>\$19,096.20</b>

**CONTRACT SERVICES (3):**

Clinical	Contracting Clinicians			\$74,992.24
MIS				\$3,090.00
Legal Consultations				\$0.00
Equipment Maintenance	Incidental repairs			\$742.63
Interpreter Services				\$3,182.70
Other				
<b>Total Contract Services:</b>				<b>\$82,007.57</b>

**OFFICE SUPPLIES, OTHER:**

Stationery, Paper Supplies					\$6,577.58
Copier Supplies	Copying charges from records sources				\$1,060.90
Computer, Printer Supplies	Toner and Computer Accessories				\$3,607.06
Books, Subscriptions	Books and Testing Equipment				\$2,652.25
Small Furnishings					\$0.00
Postage, Delivery	Fed Ex, Courier				\$106.09
Food Services					\$0.00
Other	General Office Supplies				\$5,092.32
Total Office Supplies, Other				<b>Total Office Supplies, Other</b>	<b>\$19,096.20</b>

**TRAINING (4):**

Tuitions	Memberships and Registration fees				\$2,121.80
Out-of-Town Travel	Flights and hotels for conferences				\$5,092.32
Other	Traning support, Psychiatry post doc fellow				\$39,058.00
				<b>Total Training</b>	<b>\$46,272.12</b>

**TRANSPORTATION (5)**

Mileage	CC services to suburban calendars				\$1,379.17
Parking	Misc.				\$212.18
Tolls	Bus cards for clients				\$530.45
				<b>Total Transportation</b>	<b>\$2,121.80</b>

**INDIRECT COSTS (6)**

Administrative Costs					\$149,695.45
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**Total Proposed Cost - Year 3** **\$318,289.34**

See Appendix 6-A for additional proposed costs for Contract Year Three.

DELIVERY/ SERVICE DATE:

(NUMBER OF CALENDAR DAYS AFTER AWARD OF RFP)

**ATTACHMENT D: COST PROPOSAL FORM - CONTRACT OPTION YEARS 4&5**

## PROPOSAL PAGE

The Proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any Addendums issued pursuant thereto for **JUVENILE COURT CLINICAL SERVICES** as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

**CONTRACT EQUIPMENT (2):**

Name	Description	Unit of Measure Hours, etc	Quantity	Rate, Cost Per Unit	Total Cost
Personal Computers					\$10,609.00
Printers					\$636.54
Server(s)					\$8,487.20
Software					\$636.54
Internet Connections					\$0.00
Telephones	Pagers				\$848.72
Fax Machines	Rental fee				\$636.54
Other Communications					\$0.00
Copying Equipment	Copier rental				\$10,927.27
Signage					\$0.00
Office Furnishings - Desks					\$0.00
Office Furnishings - Chairs					\$0.00
Office Furnishings - Files					\$0.00
Office Furnishings - Other					\$0.00
Food Service, Water Coolers	Water delivery				\$6,556.36
<b>Total Equipment</b>					<b>\$39,338.17</b>

**CONTRACT SERVICES (3):**

Clinical	Contracting Clinicians				\$154,484.01
MIS					\$6,365.40
Legal Consultations					\$0.00
Equipment Maintenance	Incidental repairs				\$1,529.82
Interpreter Services					\$6,556.36
Other					

**Total Contract Services:** \$168,935.59

**OFFICE SUPPLIES, OTHER:**

Stationery, Paper Supplies					\$154,484.01
Copier Supplies	Copying charges from records sources				\$6,365.40
Computer, Printer Supplies	Toner and Computer Accessories				\$0.00
Books, Subscriptions	Books and Testing				\$1,529.82
Small Furnishings					\$6,556.36
Postage, Delivery	Fed Ex, Courier				\$0.00
Food Services					\$168,935.59
Other	General Office Supplies				\$0.00

Total Office Supplies, Other **Total Office Supplies, C** \$337,871.19

**TRAINING (4):**

Tuitions	Memberships and Registration fees				\$4,370.91
Out-of-Town Travel	Flights and hotels for conferences				\$10,490.18
Other	Training support, psychiatry post doc fellow, psychology post doc fellow				\$137,109.00

**Total Training** \$151,970.09

**TRANSPORTATION (5)**

Mileage	CC services to suburban calendars				\$2,841.09
Parking	Misc.				\$437.09
Tolls	Bus cards for clients				\$1,092.73

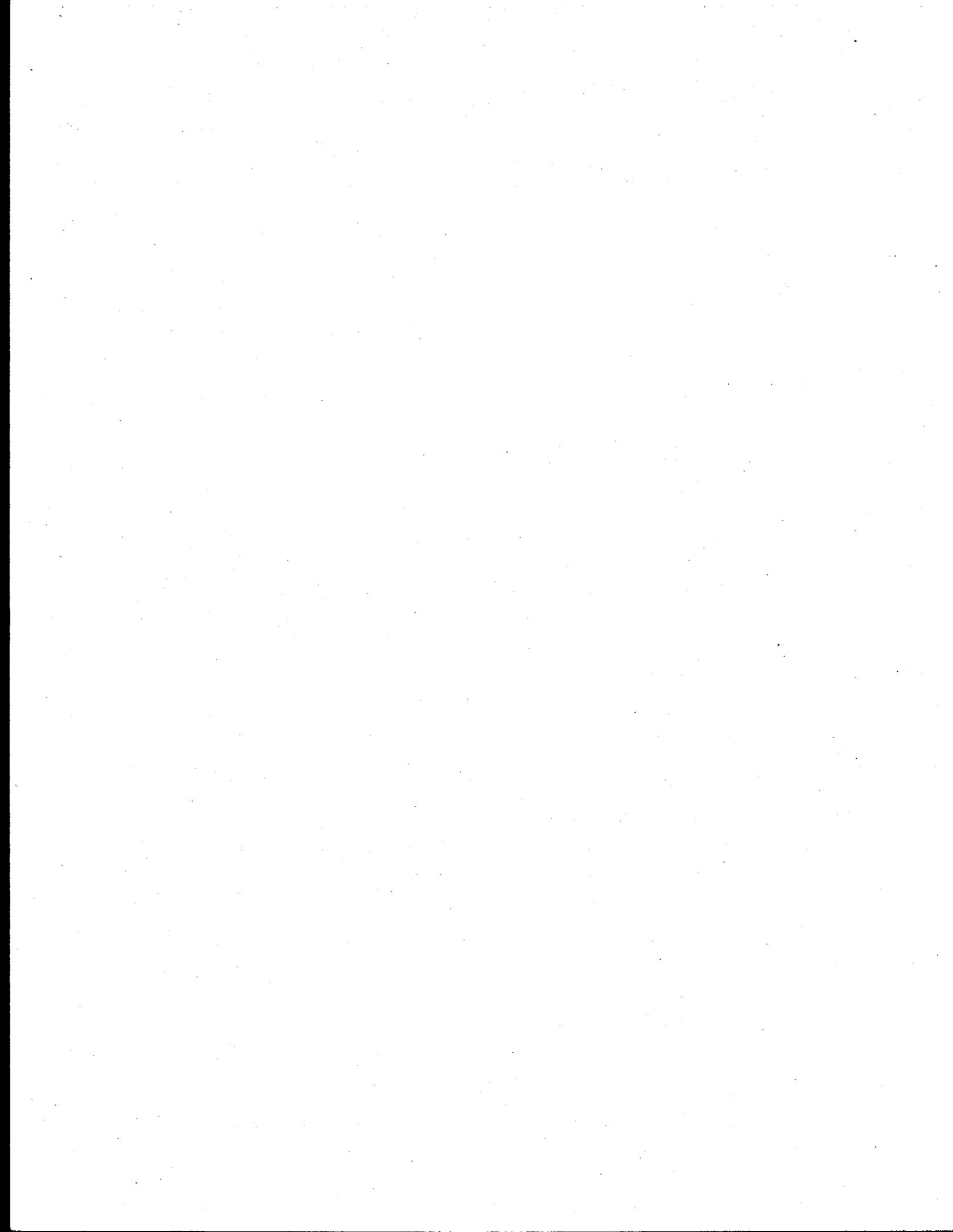
**Total Transportation** \$4,370.91

**INDIRECT COSTS (6)**

Administrative Costs					\$344,390.00
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**Total Proposed Cost - Years 4&5** \$1,046,875.95

See Appendix 6-A for additional proposed costs for Contract Option Years Four and Five.



**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**Sections 6, 7, 8: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN**

**Section 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

**I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)**

- \_\_\_\_\_ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- \_\_\_\_\_ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- \_\_\_\_\_ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

**II. Direct Participation of MBE/WBE Firms**

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

\*Letter of Certification attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

**\*All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

COOK COUNTY LETTER OF INTENT  
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: \_\_\_\_\_ / \_\_\_\_\_

From: \_\_\_\_\_  
(MBE/WBE Firm)

To: \_\_\_\_\_ and the County of Cook  
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

<u>Description of Service/Supply/Project</u>	<u>Fee/Cost</u>	
1. _____	\$ _____	%
2. _____	\$ _____	%
3. _____	\$ _____	%
4. _____	\$ _____	%
Total: \$ _____		%

**THE UNDERSIGNED PARTIES AGREE** that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I \_\_\_\_\_ (print name)

the \_\_\_\_\_ (title) and duly authorized representative

of the \_\_\_\_\_ (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be

supplies/performed for the above indicated total dollar amount \$ \_\_\_\_\_ which represents the

above indicated total percentage \_\_\_\_\_ % for the contract amount \$ \_\_\_\_\_

\_\_\_\_\_  
(Signature of affiant)

\_\_\_\_\_  
(Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)

**COOK COUNTY LETTER OF INTENT  
FROM BIDDER OR PROPOSER TO COOK COUNTY**

Upon penalty of perjury, \_\_\_\_\_ (print name),

the \_\_\_\_\_ (title) and duly authorized

representative of \_\_\_\_\_ (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ \_\_\_\_\_, which represents the

above indicated total percentage \_\_\_\_\_ % for the contract amount \$ \_\_\_\_\_.

\_\_\_\_\_  
(Signature of affiant)

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary's Signature)

\_\_\_\_\_  
(Notary Seal)

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION  
(SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

**Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

**Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- 4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- 5) Engaged MBEs & WBEs for indirect participation (please explain)

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CERTIFICATIONS  
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

*THE UNDERSIGNED HEREBY CERTIFIES THAT:* The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE UNDERSIGNED HEREBY CERTIFIES THAT:* The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

**F. ILLINOIS HUMAN RIGHTS ACT**

*THE UNDERSIGNED HEREBY CERTIFIES THAT:* It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES  
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes:  No:

b) If yes, list business address(es) within Cook County:

Northwestern University  
633 Clark Street  
Evanston IL 60208

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes:  No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

Applicant has no "Substantial Owner."

OR

The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a)  The following is a complete list of all real estate owned by the Undersigned in Cook County.

PERMANENT INDEX NUMBER(S): Not currently available

\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

\_\_\_\_\_  
\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

# COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: Northwestern University D/B/A: \_\_\_\_\_ EIN NO.: 36-2167817

Street Address: 633 Clark Street

City: Evanston State: IL Zip Code: 60208

Phone No.: \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Bruce W. Elliott Jr., Ph.D.  
Name of Authorized Applicant/Holder Representative (please print or type)

*Bruce W. Elliott Jr.*  
Signature

E-mail address

Subscribed to and sworn before me this 1st day of Oct, 2010

x *Bruce M. Roberts*  
Notary Public Signature

Executive Director, Office for Sponsored Research  
Title

10/1/10  
Date

312-503-7955  
Phone Number

My commission expires: 4/11/2014



ADDENDUM TO  
COOK COUNTY CONTRACT No. 10-41-14

The Contract No. 10-41-14 for the Operation of the Juvenile Court Clinic for the Office of the Chief Judge, Juvenile Probation Department is entered into between Cook County and **Northwestern University**. This Addendum, when signed by an authorized Northwestern representative, shall be binding upon Northwestern University and is intended to and shall modify the Contract documents which were previously executed by Northwestern University and shall be incorporated into and made a part of the Contract documents comprising Northwestern University's offer to contract with the County of Cook (the "Modified Contract Documents"), which are submitted to the Cook County Board of Commissioners for its execution consideration. Execution of this Contract by the Cook County Board of Commissioners shall constitute execution of the Modified Contract Documents as set forth below in this Addendum.

**Modifications to Contract for Service Part I- Agreement**

This section is added as follows:

IV. **Management Activities.** Contractor Personnel who carry out services as set forth in this Contract may, in carrying out its duties, direct or evaluate the performance of County Personnel. Contractor shall act diligently and in good faith to document specific deficiencies of County Personnel. Any employment action taken against County Personnel shall be solely that of the County, and the County retains all responsibility and authority in making and implementing employment decisions in regards to County Personnel. At the request of the County, Contractor Personnel shall reasonably cooperate with the County in any employment action taken by the County.

**Modifications to General Conditions:**

**First:** GC-01. Subcontracting or Assignment of Contract or Contract Funds. The first sentence is modified to read as follows:

"Once awarded, this Contract shall not be subcontracted or assigned to any individuals not identified in this contract, without the advanced written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent."

**Second:** GC-02. Personnel, the fourth sentence is hereby modified to read as follows:

"The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and the Contractor shall use its best efforts to forthwith furnish to the County other acceptable personnel that no later than thirty (30) days after written notification."

**Third:** GC-03. Insurance, the first sentence is hereby modified to read as follows:

"Contractor shall purchase and maintain during the term of this Contract insurance coverage or equivalent self insurance satisfactory to the County's Risk Manager, which will satisfactorily insure

him against claims and liabilities which could arise because of the performance of the Contract."

**Fourth:** GC-04. Inspection and Responsibility is modified to read as follows:

"At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables that Contractor has exclusively furnished under this Contract and the County shall be responsible for the quality and standards of all materials the County has exclusively furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected."

**Fifth:** GC-05. Indemnification, the section is deleted in its entirety.

**Sixth:** GC-11. Disputes, the fifth sentence which reads "the decision of the Purchasing Agent will be final and binding " is hereby deleted in its entirety.

**Seventh:** GC-12 Default, is modified to change the time frame for curing a breach is to 45 days, and now reads as follows:

"Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within forty-five (45) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within forty-five (45) days after written notice has been given by Contractor to the County, setting forth the nature of such breach."

**Eighth** GC-13. County Remedies, the time frame for the cure period and notice of termination is modified to read as follows:

"Following notice of a material breach or notice of default to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the forty-five (45) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract provided that the County give Contractor thirty (30) days notice of termination and providing the effective date of such termination.

The County may elect to continue using Contractor's existing services in full: increase monitoring and oversight of Contractor's existing services in full: or increase monitoring and oversight of Contractor's operations. Any payments due Contractor will be prorated based on the services Contractor is then providing. Contractor will agree to cooperate with the implementation of the replacement services should the County so request."

In addition, the County shall have the right to pursue all remedies in law or equity."

**Ninth:** GC-14. Contractor's Remedies, is hereby modified to read as follows:

"If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

After replacement services have been secured and are operational the Contractor shall promptly move any and all of Contractor's personnel, products and equipment unless such items remain with the County pursuant to the terms of this Contract."

**Tenth:** GC-16. Modifications and Amendments, the second paragraph is hereby modified to read as follows:

"Subject to the foregoing, the Director of the Using Department may, by written order, make reasonable changes with respect to the times of delivery and the places of performance of the Contract, provided that any such reasonable changes shall not cause an increase or decrease the Contract price or the time required for Contract performance."

**Eleventh:** GC-17. Patents, Copyrights and Licenses, the first and third paragraphs are deleted and now reads as follows:

"Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right."

**Twelfth:** GC-22. Accident Reports, is hereby modified to change the notification period and now reads as follows:

"Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than three days) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of his subcontractors or others which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report."

**Thirteenth:** GC-24. Termination for Convenience and Suspension of Contract is modified as follows:

"The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all forensic evaluations and reports, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all forensic evaluations and reports, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Contractor to the date of termination. Such payment made to the Contractor shall be in full settlement for services rendered under this Contract."

**Fourteen:**GC-26 Guarantees and Warranties, the existing paragraph is deleted in its entirety and

hereby replaced with the following provision:

"Contractor makes no representation other than those specified in this Contract."

**Fifteenth:** GC-27. Standard of Deliverables, the provision is hereby deleted in its entirety.

**Sixteenth:** GC-28. Delivery, the provision is hereby deleted in its entirety.

**Seventeenth:** GC-29. Quantities, the provision are hereby deleted in its entirety.

**Eighteenth:** GC-31. Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that County's proprietary information provided by County to Contractor regarding this Contract ("County Confidential Information") is confidential and shall not be disclosed, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County's proprietary nonpublic records, materials, or other data to any third party.

All documents, data, studies, reports, work product or product created as a result of the performance of services of the Contract (the "Documents") shall be included in the Deliverables and shall be the joint property of the County and Contractor. It shall be a breach of this Contract for the Contractor to reproduce or use County Confidential Information, or reproduce or use any proprietary non-published documents data, or product obtained from the County for its own purposes or for that of any third party, except solely as required in the course of Contractor's performance of services hereunder. During the performance of the services herein, Contractor shall be responsible for any loss or damage to the Documents while they are in its possession, and any such lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documents shall be available to the County to the extent permitted by law. In the event Contractor utilizes any of its own proprietary or confidential information in whatever form during the performance of duties under this Contract, it must be clearly marked as such.

The County recognizes that Contractor personnel engaged in the performance of this Contract shall be permitted to present or publish at their own choosing, methods and results of the services, provided, however, that the Contractor shall furnish copies of any proposed presentation or publication to the County thirty (30) days in advance to review for County Confidential Information.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IT IS EXPRESSLY AGREED THAT ALL THE MODIFICATIONS CONTAINED HEREIN ARE A COMPLETE DECLARATION OF ALL MODIFICATIONS TO THE CONTRACT DOCUMENTS AND SHALL SUPERCEDE THE CONTRACT DOCUMENTS TO THE EXTENT OF THE MODIFICATIONS.

THIS ADDENDUM MODIFYING COOK COUNTY CONTRACT NO. 10-41-14 IS EXECUTED ON BEHALF OF NORTHWESTERN UNIVERSITY

NORTHWESTERN UNIVERSITY

Bruce M. Roberts 10/14/10  
Signature of President or Authorized Signatory

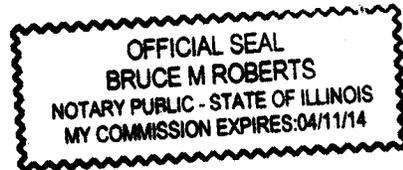
Attest:

Eugenie Chao 10/14/10 Eugenie Chao  
Title Grant and Contract Officer

Subscribed and Sworn to Before Me

This 14<sup>th</sup> day of October, 2010.

Bruce M. Roberts  
Notary Public

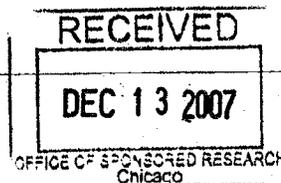


**PLEASE NOTE:** In the event this Addendum is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate bylaws or other authorization by the corporation which authorizes such persons to execute this Addendum on behalf of the corporation.

Vice President  
for Research

Office of Research  
Northwestern University  
Rebecca Crown Center, 2-223  
633 Clark Street  
Evanston, Illinois 60208-1108

vp-research@northwestern.edu  
Phone 847-491-3485  
Fax 847-467-4620



NORTHWESTERN  
UNIVERSITY

December 7, 2007

Bruce Elliott, PhD  
Director, Office for Sponsored Research-Chicago  
Northwestern University

Dear Bruce:

This letter serves to delegate my responsibilities as Institutional Official to you with respect to negotiating and binding Northwestern University to the terms and conditions of sponsored research awards. As Northwestern's authorized representative, you will serve as the signing official for correspondence and agreements between the University and its research sponsors, with primary responsibility for agreements administered by the Chicago unit of the Office for Sponsored Research.

This delegation of responsibility shall remain in effect for as long as you remain in your current position or until revoked by me in writing.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. T. Walsh". The signature is written in a cursive style and is positioned above the typed name.

Joseph T. Walsh, Jr.  
Vice President for Research  
Professor of Biomedical Engineering

JTW/tf

cc: Frank DiSanto, AVP-Research Operations  
Tim Fournier, AVP-Research Integrity

**SIGNATURE BY A CORPORATION**  
**(SECTION 8)**

The Undersigned hereby certifies and warrants that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Northwestern University

BUSINESS ADDRESS: 633 Clark Street, Evanston, IL 60208

BUSINESS TELEPHONE: 312-503-4666 FAX NUMBER: 312-403-2234

CONTACT PERSON: Eugenie Chao

FEIN: 36-2167817 \*IL CORPORATE FILE NUMBER: n/a

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Bruce W. Elliott, Director VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

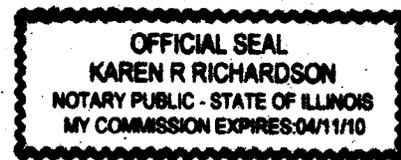
\*\*SIGNATURE OF PRESIDENT: Bruce W. Elliott 3/25/10

ATTEST: Eugenie Chao 3/25/10 (CORPORATE SECRETARY)  
Eugenie Chao

Subscribed and sworn to before me this  
25 day of March, 2010

x Karen R. Richardson  
Notary Public Signature

My commission expires:  
4/11/10  
Notary Seal



\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*Todd A. Shroy*

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Carmen K. Tiede-Cobin*

COOK COUNTY PURCHASING AGENT

*Constantine McKelvey*

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 18<sup>th</sup> DAY OF November, 2009

IN THE CASE OF A ~~RFQ~~ PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING ~~RFQ~~ PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

10-41-14

OR

ITEM(S), SECTION(S), PART(S):

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 4,691,070<sup>00</sup>  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

NOV 16 2010

APPROVED AS TO FORM:

*Janice A. Brennan*

ASSISTANT STATE'S ATTORNEY

COM \_\_\_\_\_