



OFFICE OF THE PURCHASING AGENT

COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
92913

Isaac Ray Center Inc  
1725 W Harrison Ste 110  
Chicago IL 60612

DATE  
7/14/2010  
F.O.B. POINT

PURCHASE ORDER NO.

173342 - 000- OP

REQUISITION NO.

00092394 OC

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO Juvenile Temp.Detent.Ctr - Receiving RM  
Juvenile Detention Complex and Court  
1100 S. Hamilton Avenue  
CHICAGO IL 60612-4284

DELIVERY INSTRUCTIONS

TRACEY J. QUALLS 312-  
433-7921

DEPT NO

4400303 Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	MENTAL HEALTH SERVICES MENTAL HEALTH SERVICES AS PER CONTRACT 10-41-68 AUTHORIZED BY COUNTY BOARD 12/15/2009 CONTRACT PERIOD 03/01/2010 THROUGH 11/30/2013 AMOUNT AUTHORIZED \$16,316,621.00 AMOUNT ENCUMBERED THIS PO \$3,105,747.00 BALANCE TO FOLLOW ON SEPARATE PO REQ04400003	.00	LO	3,105,747.00	4400303.521055
		*****	Total Order	*****	3,105,747.00

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature:

Date:

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date:

*[Signature]* 8/24/10

# Purchase Requisition

Office of the Purchasing Agent

Cook County of Illinois

5-29-10

Purchase Order Number

173342

TE

Requisition # OC 92394 Contract # 10-41-68

Open Date

Buyer Number 724150 Supervisor 40  
Bid/Sole Src Code SSV  
Business Unit 4409303

Ship To: 8000690

Juvenile Temp Detent Ctr - Rec

Delivery Instructions: TRACEY J. QUALLS

Supplier: 92913

Isaac Ray Center Inc  
1725 W Harrison Ste 110  
Chicago IL 60612

Internal Req Number 04400003  
Board Apr Date & Item

Juvenile Detention Complex and  
1100 S. Hamilton Avenue

312-433-7921

Chicago IL 60612

Requisition Date 5/25/2010  
Date Needed 5/25/2010

CHICAGO JL 60612-4284

One Time Purchase Yes  No Covers Need for \_\_\_\_\_ months. Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_

Prior Contract No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Emergency No. \_\_\_\_\_

Line # Commodity Description

Bal. on Hand

Quantity UOM

Est. Unit Cost

Extended Cost

Business Unit and Object Account

1.000 918

MENTAL HEALTH SERVICES

FOR RESIDENTS OF THE

< >

LO

3,105,747.0000

3,105,747.00

4400303.521055

JUVENILE TEMPORARY DETENTION CENTER TO ENTER INTO A CONTRACT WITH  
ISAAC RAY CENTER (IRC). APPROVED BY THE BOARD OF COOK COUNTY  
COMMISSIONERS ON DECEMBER 15, 2009. ITEM # 30. CONTRACT PERIOD: MARCH  
1, 2009 THROUGH NOVEMBER 30, 2010. SEE ATTACHED SPECIFICATIONS AND  
DOCUMENTATION.

Total of Items Ordered

3,105,747.00

*Approved*

*OK 5/8*

RECEIVED  
OFFICE OF THE  
PURCHASING AGENT  
2010 MAY 27 AM 9:54  
PROCUREMENT

### CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT # \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_

REQUISITIONER

BUREAU or DEPARTMENT HEAD

## JOURNAL OF PROCEEDINGS

APPROVED AS AMENDED  
BY THE BOARD OF COOK COUNTY COMMISSIONERS  
DEC 15 2009

**JUVENILE TEMPORARY DETENTION CENTER****CONTRACTS**

Transmitting a Communication, dated November 18, 2009 from

EARL L. DUNLAP, Transitional Administrator, Juvenile Temporary Detention Center

requesting authorization for the Purchasing Agent to enter into a contract with Isaac Ray Center (IRC), Chicago, Illinois, for mental health services for residents of the Juvenile Temporary Detention Center (JTDC) in a manner that is consistent with the National Commission on Correction Health Care (NCCHC), the American Correctional Association (ACA) and the requirements set forth in a Memorandum of Agreement (MOA) approved by the Federal District Court in the case of Doe v. Cook County, Case No. 99 C 3945, and in the extension of the Memorandum of Agreement through the Modified Implementation Plan (MIP). Services rendered shall be performed in accordance with the requirements of the MIP and shall include intake screening, management of acute and chronic mental health conditions, referrals to psychiatric hospitals, mental health treatment for JTDC residents and administrative functions. IRC personnel assigned to the JTDC shall include a Director of Services, psychiatrists and clinical psychologists and may include advanced practice nurses, physician assistants, registered nurses, psychometricians, social workers, information technology specialists, support staff, Fellows engaged in post-graduate clinical training programs under appropriate supervision and any other appropriate personnel. In addition, IRC shall continue to prepare appropriate policies and procedures for services at the JTDC which comply with the changing requirements of the Juvenile Standards of the NCCHC and ACA accreditation standards.

Reason: Pursuant to Clause 5(f) of the Agreed Order appointing a Transitional Administrator, Doe v. Cook County, Case No. 99 C 3945, the Office of the Transitional Administrator, in its authority as established in the Court Order entered on August 14, 2007, has selected Isaac Ray Center (IRC) to provide mental health services to residents of the Juvenile Temporary Detention Center (JTDC). Currently, IRC provides mental health services to JTDC residents in conjunction with the Mental Health Services for Cermak Health Services of Cook County, Contract No. 06-45-574. Cermak Health Services of Cook County is in the process of making changes to its Mental Health Services program, and intends to do a Request for Proposal (RFP) for mental health services. Because of the existing relationship that IRC currently has with the JTDC, the Office of the Transitional Administrator, in its authority, has chosen to retain Isaac Ray Center as its mental health services provider for JTDC residents. This decision was made in an effort to avoid any disruption in mental health services to the JTDC residents. The current contract with Cermak Health Services of Cook County is scheduled to end on August 31, 2010; however, this contract does not currently provide the necessary level of services as required by the Memorandum of Agreement (MOA) and the Modified Implementation Plan (MIP) in the Doe v. Cook County, Case No. 99 C 3945. The new contract will provide the appropriate level of staffing to enable the Cook County Juvenile Temporary Detention Center to come into compliance with mental health care

objectives as outlined in the MOA and MIP. The contract will be performance based, and will be renewed annually if performance requirements are achieved. The performance measurements will be determined collaboratively by the Office of the Transitional Administrator and Isaac Ray Center, and will be outlined in the contractual agreement.

Estimated Fiscal Impact: \$16,319,621.00 (FY 2010: \$3,905,747.00; FY 2011: \$4,019,559.00; FY 2012: \$4,136,786.00; and FY 2013: \$4,257,529.00). Contract period: ~~December~~ March 1, 2010 through November 30, 2013. (440-272 Account). Requisition No. 04400003.

Approval of this item would commit Fiscal Years 2011, 2012 and 2013 funds.

No lobbying contact was made for this item.

**CYBERDRIVEILLINOIS**
**JESSE WHITE**  
 SECRETARY OF STATE

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## CORPORATION FILE DETAIL REPORT

<b>Entity Name</b>	THE ISAAC RAY CENTER, INC.	<b>File Number</b>	51684419
<b>Status</b>	ACTIVE		
<b>Entity Type</b>	CORPORATION	<b>Type of Corp</b>	NOT-FOR-PROFIT
<b>Incorporation Date (Domestic)</b>	03/07/1979	<b>State</b>	ILLINOIS
<b>Agent Name</b>	JAMES L CANVANAUGH, JR., M.D.	<b>Agent Change Date</b>	04/25/1995
<b>Agent Street Address</b>	1725 WEST HARRISON ST #110	<b>President Name &amp; Address</b>	
<b>Agent City</b>	CHICAGO	<b>Secretary Name &amp; Address</b>	
<b>Agent Zip</b>	60612	<b>Duration Date</b>	PERPETUAL
<b>Annual Report Filing Date</b>	03/04/2010	<b>For Year</b>	2010
<b>Assumed Name</b>	INACTIVE - THE HUMAN BEHAVIOR FOUNDATION		

[Return to the Search Screen](#)
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(One Certificate per Transaction)

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**JUVENILE TEMPORARY DETENTION CENTER**

**CONTRACTS**

**ITEM #30**

**APPROVED AS AMENDED**

**COMMISSIONERS BEAVERS AND STEELE VOTED "NO".**

Transmitting a Communication, dated November 18, 2009 from

EARL L. DUNLAP, Transitional Administrator, Juvenile Temporary Detention Center

requesting authorization for the Purchasing Agent to enter into a contract with Isaac Ray Center (IRC), Chicago, Illinois, for mental health services for residents of the Juvenile Temporary Detention Center (JTDC) in a manner that is consistent with the National Commission on Correction Health Care (NCCHC), the American Correctional Association (ACA) and the requirements set forth in a Memorandum of Agreement (MOA) approved by the Federal District Court in the case of Doe v. Cook County, Case No. 99 C 3945, and in the extension of the Memorandum of Agreement through the Modified Implementation Plan (MIP). Services rendered shall be performed in accordance with the requirements of the MIP and shall include intake screening, management of acute and chronic mental health conditions, referrals to psychiatric hospitals, mental health treatment for JTDC residents and administrative functions. IRC personnel assigned to the JTDC shall include a Director of Services, psychiatrists and clinical psychologists and may include advanced practice nurses, physician assistants, registered nurses, psychometricians, social workers, information technology specialists, support staff, Fellows engaged in post-graduate clinical training programs under appropriate supervision and any other appropriate personnel. In addition, IRC shall continue to prepare appropriate policies and procedures for services at the JTDC which comply with the changing requirements of the Juvenile Standards of the NCCHC and ACA accreditation standards.

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Estimated Fiscal Impact: \$16,319,621.00 (FY 2010: \$3,905,747.00; FY 2011: \$4,019,559.00; FY 2012: \$4,136,786.00; and FY 2013: \$4,257,529.00). Contract period: ~~December~~ March 1, 2009 through November 30, 2013. (440-272 Account). Requisition No. 04400003.

Approval of this item would commit Fiscal Years 2011, 2012 and 2013 funds.

\* \* \* \* \*

## 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: \_\_\_\_\_ D/B/A: \_\_\_\_\_ EIN NO.: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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 Applicant/Holder	Address	Percentage Interest in

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

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.

Name of Authorized Applicant/Holder Representative (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

X

Notary Public Signature

Notary Seal

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: Isaac Ray Center, Inc.

BUSINESS ADDRESS: 1725 W. Harrison Street, Suite #110, Chicago, IL 60612

BUSINESS TELEPHONE: (312) 942-4046

FAX NUMBER: (312) 942-0047

829-1476  
0047

CONTACT PERSON: James L. Cavanaugh, Jr., M. D.

FEIN: 36-3018253

\* CONTRACT SERVICE NUMBER: \_\_\_\_\_

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Stephen C. Scheiber, M. D. VICE PRESIDENT: None

SECRETARY: David W. Carrington, M. D. TREASURER: David W. Carrington, M. D.

\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

David W. Carrington, M. D.

Subscribed and sworn to before me this

2nd day of June, 2010

X [Signature]  
Notary Public Signature



Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of a current 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.

TODD H. STROGER, PRESIDENT  
BOARD OF COUNTY COMMISSIONERS



CARMEN K. TRICHE-COLVIN  
PURCHASING AGENT

COUNTY OF COOK  
**OFFICE OF THE PURCHASING AGENT**

118 NORTH CLARK STREET  
CHICAGO, ILLINOIS 60602  
(312) 603-5370

July 29, 2010

Isaac Ray Center, Inc.  
1725 W. Harrison Street, Suite 110  
Chicago, IL 60612  
Attn: Stephen Scheiber, M.D.

Ref: Contract No: 10-41-68

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: J. W. Fairman



Printed on Recycled Paper

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 10-41-68**



**MENTAL HEALTH SERVICES**

**FOR**

**THE JUVENILE TEMPORARY DETENTION CENTER**

**WITH: ISAAC RAY CENTER**

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

**ISSUED BY THE OFFICE OF THE PURCHASING AGENT**

**121509**

**REQ# 04400003**

**0527**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUL 13 2010**

**COM \_\_\_\_\_**

## PART I: CONTRACT

This Contract is made and entered into by and between The Isaac Ray Center, Inc., an Illinois not-for-profit corporation ("IRC"), and the County of Cook, Illinois, a body politic and corporate of the State of Illinois ("County"), through the Office of Transitional Administrator ("Administrator"), and pursuant to authorization by the Cook County Board of Commissioners.

**WHEREAS**, IRC is a not-for-profit corporation organized and existing under the laws of the State of Illinois and engages in the provision of quality mental health services through psychiatrists and psychologists on its staff, and in the clinical training of individuals embarking upon careers in psychiatry and psychology; and

**WHEREAS**, the County is obligated by court order entered on May 18, 2006 in the case of *Doe v. Cook County*, No. 99C3945 (U.S. Dist. Ct., N.D., Illinois) to come into compliance with the mental health care objectives outlined in the Memorandum of Agreement dated December 30, 2002 entered into by the parties and approved by the court in said case with respect to persons who are confined to the Juvenile Temporary Detention Center ("JTDC") located at 1100 South Hamilton, Chicago, Illinois; and

**WHEREAS**, the County wishes to retain IRC to provide mental health services to residents of the JTDC, and IRC has agreed to provide such services, in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants, agreements and warranties contained herein, the adequacy and sufficiency of which is acknowledged, the parties hereto agree as follows:

### Section I: SCOPE OF SERVICES

Pursuant to this Agreement, IRC shall provide mental health services to residents of the JTDC in conjunction with certain County personnel working under the auspices of Administrator and the Chief Judge of the Circuit Court of Cook County. A detailed description of the Scope of Services to be provided pursuant to this Agreement is set forth in Part III, Special Conditions Applicable to Services at the JTDC, of this Agreement.

### Section II: TERM OF AGREEMENT

This Contract shall commence on March 1, 2010 and shall continue until November 30, 2013. The parties may extend this Contract for additional four (4) year periods subject to the approval of the Cook County Board of Commissioners and the Board of IRC and the good faith negotiation of terms which shall apply during the period of any such

extension. If a party elects not to extend this Contract, that party shall give the other party at least one hundred and eighty (180) days written notice.

### **Section III: PAYMENT**

Payment by the County to IRC for Services at the JTDC shall be in accordance with Part III, Special Conditions, Section SC-05, Payment to Contractor. Unless an amendment is agreed upon in writing by the parties and approved by the County Board of Commissioners, the maximum amount payable by the County to IRC for Services provided pursuant to this Contract shall not exceed the annual amounts set forth in Attachment A to this Contract, for a maximum amount payable during the term of this Contract not to exceed Sixteen Million Three Hundred Nineteen Thousand Six Hundred Twenty-One Dollars (\$16,319,621.00). Throughout the term of this Contract, IRC agrees to work with the Administrator to continually review costs associated with this Contract, and, if deemed appropriate, to assist in the reduction of those costs.

### **Section IV: GENERAL CONDITIONS**

This Contract incorporates and is subject to the provisions attached hereto as Part II—General Conditions.

### **Section V: SPECIAL CONDITIONS**

This Contract incorporates and is subject to the provisions attached hereto as Part III—Special Conditions.

### **Section VI: ATTACHMENTS**

This Contract incorporates the following attachments

**Attachment A      Schedule of Annual Amounts Payable to IRC and Staffing**  
**Attachment B      Ordinance Indemnification Provision**

### **Section VII: CONTRACT EXECUTION**

This Contract shall be binding upon the parties upon execution by each pursuant to the attached Economic Disclosure Statement which are incorporated into this Agreement.

### **Section VIII: ORDER OF PRECEDENCE**

This Contract consists, collectively, of Part I, Agreement; Part II, General Conditions; Part III, Special Conditions and the Economic Disclosure Statement. Wherever possible, the parts of this Contract shall be construed to be consistent with one another. However, if a conflict occurs between Part II of this Contract and Part III of this Contract, the provisions of Part III shall control.

**GENERAL CONDITIONS  
SUPPLY/SERVICE  
SOLE SOURCE**

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**GC-01 Subcontracting Or Assignment Of Contract Or Contract Funds**

Once awarded, except for individuals with whom the Contractor contracts directly, 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.

**GC-02 Personnel Intentionally Omitted**

**GC-03 Insurance Intentionally Omitted**

**GC-04 Inspection And Responsibility Intentionally Omitted**

**GC-05 Indemnification Intentionally Omitted**

**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 forty-five (45) 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 Intentionally Omitted**

#### **GC-10 Contractor Credits Intentionally Omitted**

#### **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. 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.

If the dispute concerns non-payment by the County the Contractor may invoke the remedies available to it set forth in GC-14 Contractor's Remedies without having to resort to this provision.

#### **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 thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach, unless a

longer period is agreed upon in writing by the County in consideration of the nature of the breach and Contractor's good faith attempts at cure.

In the event Contractor shall be in default of the same or a similar material term or condition of this Contract on two or more occasions 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, (or, if the alleged breach is of the County's obligation as set forth in Part III, Specials Conditions, SC-06(B) Indemnification by County for Professional Liability, within thirty (30) days) after written notice has been given by Contractor to the County, setting forth the nature of such breach.

#### **GC-13 County's Remedies**

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits two or more subsequent material breaches of the same or similar term or condition 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 applicable 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, prior to termination Contractor shall take reasonable steps so as not to 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 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. In addition thereto, Contractor shall observe and comply with the policies, procedures and regulations of the JTDC. The Contractor's physicians, APNs and PAs with prescript authority shall comply with CCHHS, Stroger Hospital and Cermak policies and procedures applicable to the prescribing and administration and medications and access to and use of medical records. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. Notwithstanding the foregoing, the Contractor's employees are not employees of the JTDC or the County, and as such, are not required to abide by general policies applicable solely to employees of the JTDC or the County.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required for Contractor to provide the Services set forth in this Contract.

### **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)
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.

### 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 Intentionally Omitted**

### **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 in connection with Services provided by the Contractor at such facilities. 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 Intentionally Omitted~~**

**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 Intentionally Omitted**

**GC-27 Standard Of Deliverables Intentionally Omitted**

**GC-28 Delivery Intentionally Omitted**

**GC-29 Quantities Intentionally Omitted**

**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. Notwithstanding the foregoing, Contractor shall have the right to publish papers, deliver speeches and lectures, instruct students, and make proposals to contract with other entities, based upon Contractor's work at the JTDC, provided however that Contractor shall not identify any data or other information as coming from the JTDC or the County or any County entity, without the prior approval of the JTDC Administrator.

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, subject to laws related to doctor/patient confidentiality.

### **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.

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 duly 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 duly 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 parties irrevocably agree that 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 state or federal courts located within the City of Chicago, County of Cook, State of Illinois, and the parties consent and submit to the jurisdiction thereof. In accordance with these provisions, each party waives any right it may have to transfer or change the venue of any litigation brought against it by the other party 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 with respect to, 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 from the County 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.

**GC-39 Non-Appropriation Intentionally Omitted**

END OF SECTION

Part III Special Conditions

**PART III: SPECIAL CONDITIONS**

**SC- 01      SCOPE OF SERVICES**

This Contract with the Isaac Ray Center, Inc., is to furnish professional clinical mental health services to Residents of the JTDC in addition to certain administrative and clinical supervisory services ("Services"). Services shall be provided in a manner which is consistent with the Juvenile Standards of the National Commission on Correctional Health Care ("NCCHC"), the American Correctional Association ("ACA") and the requirements set forth in a Memorandum of Agreement approved by the Federal District Court in the case of Doe v. Cook County, Case No. 99C3945, and in the extension of the Memorandum of Agreement through the Modified Implementation Plan ("MIP").

IRC shall assign its psychiatrists, clinical psychologists and other personnel ("IRC Personnel") to the JTDC to provide Services at the JTDC. IRC shall provide clinical leadership and supervision of IRC Personnel assigned to the JTDC pursuant to this Contract. IRC Personnel shall cooperate with and report to the Administrator who shall be in charge of day-to-day operations at JTDC. Services shall be performed in accordance with the requirements of the MIP and shall include intake screening, management of acute and chronic mental health conditions, referrals to psychiatric hospitals, mental health treatment for JTDC residents and administrative and clinical supervisory functions.

IRC shall provide efficient, competent and high quality Services consistent with the professional standards applicable to the assigned IRC Personnel.

IRC Personnel assigned to the JTDC shall include a Director of Services, psychiatrists and clinical psychologists and may include advanced practice nurses, mental health specialists, social workers, data analysts and support staff, fellows engaged in post-graduate clinical training programs under appropriate supervision, students (medical, social worker, nursing, psychology) under appropriate supervision and other appropriate personnel.

In addition to the direct provision of mental health care, IRC shall make recommendations to JTDC to keep current the appropriate mental health policies and procedures for Services at the JTDC which comply with the requirements of the most recent version of Juvenile Standards of the NCCHC and ACA accreditation standards.

IRC shall work in close collaboration with the Administrator to implement mental health policies and procedures which are in compliance with the MIP. All activities performed shall be subject to the overall authority of the Administrator and, with respect to clinical matters, IRC shall report regularly to the Administrator as well as to such persons as the Administrator may designate.

Under the direction of Administrator and as required by the MIP, IRC shall provide education and training programs in juvenile mental health services for JTDC staff and other personnel assigned to work at the JDTC which comply with the requirements of the

### Part III Special Conditions

most recent version of Juvenile Standards of the NCCHC and the accreditation standards of the ACA.

IRC shall be expected to make reasonable efforts to control its costs while maintaining consistently high quality Services. IRC shall provide accurate and timely documentation of its Services.

#### **SC- 02      DEFINITIONS**

As used in this Contract, the following terms shall have the meaning set forth in this Section.

“Administrator” shall mean either the Transitional Administrator of the Juvenile Temporary Detention Center or, if the Office of Transitional Administrator is abolished during the term of this Contract, the individual designated, pursuant to the provisions of 55 ILCS §75-3(b), as being the Superintendent of the JTDC.

“Agreed Supplemental Order” shall mean the court order entered on May 18, 2006 by the District Court in *Doe v. Cook County*, Case No. 99C3945, U. S. District Court of Northern District of Illinois, that incorporates the MOA and requires the preparation of the MIP.

“Cermak” shall mean Cermak Health Services of Cook County, an affiliate of the Cook County Health and Hospitals System, which provides or arranges for on-site medical, excluding mental health, and dental health services at the JTDC.

“Cook County Health and Hospitals System” or “CCHHS” shall mean the County agency responsible for the operation of the County’s health system including Cermak.

“Full-Time” shall mean an individual who is assigned to provide services for the JTDC not be less than forty (40) hours, either at the JTDC or off-site or on-call, per week. Full-time shall include reasonable vacation days, paid time off, as well as customary paid holidays consistent with IRC policies for its employees.

“Full-Time Equivalent” shall mean two or more individuals who are assigned to provide services for the JTDC, either at the JTDC or off-site or on-call, the sum of whose hours of service per week shall be at least Full-Time.

“Juvenile Temporary Detention Center” or “JTDC” shall mean the buildings located at 1100 South Hamilton, Chicago, Illinois which house Residents upon the order of the Juvenile Court.

“Intake” shall mean the process through which Residents receive medical and mental health screening assessments upon their arrival at the JTDC.

“IRC Personnel” shall mean those persons employed or contracted by IRC and assigned to perform Services.

### Part III Special Conditions

"Memorandum of Agreement" or "MOA" shall mean the court-approved agreement dated December 20, 2002 reached by the parties in *Doe v. Cook County*, Case No. 99C3945, U. S. District Court for Northern District of Illinois.

"Modified Implementation Plan" or "MIP" shall mean the court-approved plan referred to in Paragraph 4 of the Agreed Supplemental Order in *Doe v. Cook County*, Case No. 99C3945, U. S. District Court for Northern District of Illinois that modifies portions of the Memorandum of Agreement.

"National Commission on Correction Health Care" or "NCCHC" shall mean the entity which survey jails, prisons, and juvenile facilities relative to their participation in the voluntary accreditation process for correctional health services. The NCCHC publishes "Standards for Health Services in Jails."

"Residents" shall mean individuals who reside at the Juvenile Temporary Detention Center, including individuals awaiting trial, sentencing and others.

"Services" shall mean the administrative, clinical and supervisory mental health services provided for the JTDC by the IRC pursuant to this Contract.

#### **SC-03      IRC RESPONSIBILITIES AT THE JTDC**

IRC shall have the following responsibilities:

- A. **Leadership, Supervision and Provision of Services.** IRC, in cooperation with the Administrator, shall provide leadership and supervision of mental health services at the JTDC, including Intake mental health screening services and services provided to Residents. IRC Personnel shall provide professional care for Residents in need of mental health services and shall assist in the development and implementation of individualized treatment plans.
- B. **Engagement and Scheduling of IRC Personnel.** IRC Personnel shall provide efficient and quality Services. IRC shall provide Administrator, licensed qualified IRC Personnel including a Director of Services. IRC shall also provide a chief psychiatrist to provide and supervise clinical psychiatric services and a chief psychologist to provide and supervise clinical psychosocial services.

IRC's Director of Services shall schedule IRC Personnel to provide continuous 24-hour/7 day mental health service coverage with staffing levels consistent with the operational needs of the JTDC and as approved by the Administrator. These services shall be provided through a combination of on-site and on-call services. When IRC Personnel are scheduled to provide services on an on-call basis they shall respond to telephone calls and shall report to the JTDC as soon as possible when clinically appropriate or when necessary to effectuate an appropriate

### Part III Special Conditions

continuation of mental health services for residents. IRC shall take reasonable measures to adjust clinical schedules to meet the Service needs.

IRC shall develop and implement a system to provide emergency mental health coverage in times of unanticipated need. IRC shall ensure adequate coverage at all times. IRC's Director of Services shall have significant responsibility in the overall management and delivery of mental health services on-site at the JTDC. In addition to administrative and supervisory duties, IRC's Director of Services shall have direct, day-to-day, administrative supervisory responsibilities with respect to IRC Personnel assigned to JTDC.

IRC shall provide Services in accordance with the staffing plan as set forth in Attachment A, attached hereto and incorporated herein. The parties shall mutually agree to a schedule by which time IRC shall be in full compliance with Attachment A. The staffing plan may be adjusted to meet service needs at JTDC by agreement of the parties provided however that if any such adjustment would require an increase in the maximum amount payable, then such adjustment and resultant cost increase must be approved as set forth in Part II, General Conditions, GC-16 Modifications and Amendments.

The IRC's Director of Services, Chief Psychiatrist and Chief Psychologist shall collaborate with the Administrator to review screening, housing and other operational procedures relevant to the MIP and MOA for the purpose of developing effective operating procedures and avoiding duplication of services at the JTDC which are otherwise provided by other agencies.

**C. Assistance with JTDC Operations.** IRC shall cooperate with and assist the Administrator and Cermak in providing quality services to Residents at the JTDC as follows:

**C.1. Compliance with Accreditation and MOA/MIP Requirements.** IRC shall maintain and document compliance with the current NCCHC Juvenile Standards as to Mental Health Services and the requirements of the MOA and MIP. IRC shall adhere to contract compliance monitoring requirements as required by the Administrator.

**C.2. Continuity of Care.** IRC shall assist JTDC in developing linkages and agreements with community-based mental health resources to facilitate continuity of mental health care to Residents discharged from the JTDC, where appropriate. IRC will cooperate and collaborate with other parties, deemed necessary by the Administrator, which may include the Department of Probation, community-based treatment programs, community based entities and the Juvenile Court to provide continuity of care for residents of the JTDC and to facilitate subsequent linkage of those Residents into the community or other detention facility. IRC Personnel shall communicate with community-based entities regarding continuity of care issues.

## Part III Special Conditions

**C.3. Department Policies and Procedures.** IRC shall assist the Administrator in the development and implementation of policies and procedures for the administration of mental health services at the JTDC, which shall be subject to the approval of the Administrator and which shall include, but not be limited to, clinical standards for mental health care and basic protocols. These policies and procedures shall describe the scope and delivery of mental health services and shall conform to the NCCHC Juvenile Standards and any requirements of the MOA and the MIP which may be applicable. Not less than annually, IRC shall review all policies and procedure and shall report on this review in writing to the Administrator. Policies and procedures shall be maintained in a manual, which will be distributed to IRC Personnel.

**C.4. Staff Education and Training Programs.** IRC shall provide appropriate in-service education and training programs for all IRC Personnel, which programs shall be open to Cermak and JTDC staff. Such training shall also include topics required by the NCCHC, the MOA and/or the MIP. All in-service education and training programs that are provided to JTDC personnel shall be done in collaboration with the JTDC Training Department.

**C.5. Quality Assurance Program.** IRC shall develop and implement a quality assurance and improvement program and shall report quality assessment and improvement results quarterly at the CQI Committee meetings in accordance with NCCHC requirements.

**C.6. Compliance with Policies and Procedures.** IRC shall require IRC Personnel to comply with applicable JTDC policies and procedures while providing Services. IRC shall also assist the JTDC in formulating appropriate policies and updates to policies with respect to the delivery of services including, but not limited to, a policy regarding consent to treatment, all of which shall be subject to the approval of the Administrator. IRC shall notify the Administrator and provide the Administrator with an opportunity to participate in any legally-required or Administrator-authorized communications with third parties. For purposes of this paragraph, "third party" shall refer to any person who is not employed by IRC or by JTDC.

**C.7. Cooperation and Coordination with CCHHS** Medications shall be prescribed by IRC personnel with the legal authority to do so as clinically indicated. Medications shall be provided by or through Cermak and shall be administered to Residents by Cermak personnel. Resident care provided by IRC personnel shall be documented in the Resident's clinical chart which is the property of CCHHS and shall be completed in accordance with applicable procedures. IRC Personnel shall secure and maintain in the Resident's clinical chart all required and appropriate consents.

**C.8. Responses to Inquiries and Complaints.** IRC shall participate in responding to incident reports, letters of inquiry, and complaints involving the

### Part III Special Conditions

delivery of Services for the JTDC in accordance with guidelines established by the Administrator.

**C.9. Investigational Studies; Research.** IRC may participate in investigational studies or other research projects only after securing approval from the Administrator and, where required, approval by the appropriate CCHHS Institutional Review Board (IRB). IRC shall comply with all IRB requirements for informed consent. IRC shall provide a signed copy of the appropriate informed consent form and a copy of the study or project to the Administrator.

Publication(s) resulting from investigational studies or research involving Residents at the JTDC shall include prospective authorization by the Administrator. The approval referenced in this paragraph shall be required even if the presentation or publication will be generated after the expiration of the Contract or after the provision of Services, to the extent that the information or data was gathered as the result of activities under the Contract. This provision shall survive the termination of the Contract.

**C.10. Committee Participation.** IRC shall provide representatives to serve on JTDC committees and attend meetings as requested by the Administrator.

**C.11. Reports.** IRC shall implement a system to ensure that IRC Personnel record and maintain accurate and timely information regarding the nature and volume of services and other statistical information that the Administrator may reasonably request. IRC shall provide the Administrator with reports on all activities undertaken at the JTDC to bring the JTDC into compliance with the MOA, the MIP and other Administrator requirements. Reports may include monthly statistics reflecting the volume and nature of clinical patient contacts/encounters for all IRC Personnel and such additional information as Administrator may reasonably request.

**C.12. Clinical Training Programs.** Subject to approval by the Administrator, IRC may negotiate and fund cooperative agreements with educational institutions or others to facilitate the placement at JTDC of psychiatry residents, child and adolescent psychiatry fellows, forensic psychiatry fellows, medical students, social worker students, nursing students, graduate clinical psychology fellows to collaborate in treatment of residents. IRC Personnel shall be responsible for the on-site supervision of these trainees.

**C.13. Testimony.** Consistent with applicable statutory confidentiality provisions, IRC Personnel shall appear as required by order of the court or valid subpoena or upon the Administrator's request to provide testimony in court proceedings relative to Services provided by IRC Personnel to Residents at the JTDC. This shall include testimony which may be required as part of the voluntary civil commitment of a Resident to a mental health facility, in appropriate circumstances. Nothing herein shall preclude IRC from entering into a separate agreement with the State of Illinois for compensation relative to time and effort expended in performing evaluations or

## Part III Special Conditions

providing testimony in connection with involuntary civil commitments for other than Residents.

**C.14. Information Systems.** IRC Personnel shall participate in training as required and shall utilize CCHHS information systems as requested by the Administrator, including systems required to facilitate third party reimbursement of Services.

**C.15. Facilities.** IRC shall use JTDC facilities only in the performance and delivery of Services. IRC shall permit the Administrator, or any individuals authorized by the Administrator to inspect any areas within which IRC provides Services at the JTDC.

**C.16. Billing.** IRC shall cooperate and assist the JTDC as necessary to permit the JTDC to bill for Services provided to a Resident, in the event such services are eligible for reimbursement by Medicare/Medicaid or any other source of third party coverage, provided that any additional cost incurred by IRC in complying with this Section C.16 shall be reimbursed to IRC by JTDC.

**C.17. Subcontracts.** Except for individuals with whom IRC contracts directly, IRC may not subcontract any portion of this Contract without the advance written approval of the Administrator and as set forth in Part II, General Conditions, GC-01 Subcontracting or Assignment of Contract or Contract Funds.

### **SC-04      IRC PERSONNEL**

IRC Personnel shall be employed by IRC or shall have entered into a contractual relationship with IRC which shall be maintained during the term of this Contract. To the extent that IRC has entered into a contractual relationship with IRC Personnel, such contract shall impose in writing all applicable terms of this agreement upon such IRC Personnel. To the extent that IRC Personnel are employed by IRC, IRC shall, as a condition precedent to assigning IRC Personnel to provide Services, ensure that such IRC Personnel are bound by the applicable terms of this Contract. IRC, through its Director of Services shall report directly to the Administrator and, with respect to medical issues, shall collaborate with JTDC's health services administrator. The Administrator and JTDC are prohibited from soliciting for hire and from employing any IRC Personnel during the period of such IRC Personnel's employment or contractual relationship with IRC, and for a period of twelve (12) months after termination of said employment or contractual relationship with IRC. If the JTDC enters into a written agreement with CCHHS or any of its entities concerning the provision of health care services at JTDC, the Administrator shall seek to include in such agreement a similar non-solicitation provision.

#### **A. Selection and Qualification of IRC Personnel**

**1. Licensure.** IRC Personnel shall include psychiatrists licensed to practice medicine in all its branches with the State of Illinois and registered to prescribe controlled substances. Psychologists shall be licensed to practice psychology within the State of Illinois. IRC Personnel may also include licensed social workers, and Advanced Practice

## Part III Special Conditions

Nurses. All IRC Personnel who are required to be licensed shall have current valid, unrestricted licenses at any time they are providing Services. IRC mental health specialists shall be qualified and experienced in providing mental health services to adolescents. IRC psychiatrists shall be board eligible or board certified in psychiatry. IRC Personnel shall be required to immediately report to the Administrator any professional review action which is pending or taken with respect to their licensure, their DEA or state controlled substance registration, or with respect to their appointment and/or clinical privileges by any Medical Staff. This reporting requirement shall apply regardless of where such license was issued or the location of such Medical Staff.

**2. Clinical Privileges** IRC physicians shall cooperate with the CCHHS by applying for appointment to the medical staff at Stroger Hospital of Cook County and requesting clinical privileges appropriate to the care being rendered for Residents. Only IRC physicians who have been granted clinical privileges at the time that Services are provided to Residents shall be permitted to render Services. Such physicians shall cooperate with Ongoing Professional Practice Evaluations (OPPE) required of all medical staff members.

IRC Advanced Practice Nurses (APN) and Physician Assistants (PA) who have prescriptive authority shall cooperate with the CCHHS by applying for Collaborative Clinical Privileges as set forth in the CCHHS's Mid Level Provider policies. Only IRC APNs and PAs who have been granted clinical privileges with prescriptive authority at the time that Services are provided to Residents shall be permitted to prescribe medication.

**3. Academic Appointments, Presentations and Conferences.** IRC Personnel who are psychiatrists and psychologists may hold academic appointments or other positions reasonably acceptable to the Administrator. However, activities and responsibilities secondary to such appointment may not consume time dedicated to the performance of Services, nor may such activities or responsibilities conflict with the responsibilities of IRC Personnel under this Contract. Participation in professional activities, conferences or presentations which will involve discussion or dissemination of information regarding the JTDC or any Residents must be approved in advance by the Administrator. Under no circumstances shall personally identifiable information of Resident be disclosed except as permitted under applicable law.

**4. Administrator Approval.** Prior to assigning IRC Personnel to provide Services onsite at JTDC, IRC shall provide to the Administrator such information about such IRC Personnel as the Administrator requests. The Administrator shall have the right to reject the assignment of any such IRC Personnel proposed to be assigned. Within five (5) business days of notification to the Administrator by IRC of its intent to assign an individual to provide Services, the Administrator shall request of the Office of the Chief Judge and the Illinois Department of Children and Family Services that it initiate its background check of the individual sought to be assigned. a background check on such individual, subject to the Administrator having been provided the information required to conduct such a check. IRC and the Administrator shall mutually agree to one or more checklists of information that needs to be completed for IRC personnel. IRC's Director of Services shall be responsible for verifying to the Administrator, or her or his designee, that the applicable

### Part III Special Conditions

checklist has been completed when the final request for assignment is made. JTDC will make its decision and notify IRC within two (2) weeks of receiving the results to the background check.

**B. Time Records.** For the purposes of invoicing, IRC Personnel shall submit time records to the Administrator, using a mutually agreed to system requiring input and producing data comparable to IRC's current time tracking system, attesting to the hours during which IRC personnel provided on-site, off-site, and on-call Services and paid time off. These time records shall be available for inspection by the Administrator at any time. In addition, IRC shall maintain accurate and timely records of hours worked and Services provided.

**C. Employee Compensation.** IRC shall be responsible for paying all compensation and benefits, including but not limited to vacation, paid time off, Social Security, retirement and Worker's Compensation, to IRC Personnel for the performance of Services. IRC shall indemnify and hold the County harmless from and against any and all claims by IRC Personnel for any compensation and benefits which accrues from the performance of Services. IRC shall pay all applicable federal, state and local taxes, including any and all other governmental fees, taxes or expenses levied against it. IRC will indemnify and hold the County harmless in the event that any tax authority attempts to hold the County responsible for taxes applicable to IRC's employees or for failing to maintain tax or employment records which IRC is responsible for maintaining.

**D. Removal of IRC Personnel.** Administrator, for good cause, may, by written notice to IRC, require that IRC discontinue the assignment of specific IRC Personnel to provide Services if, after a reasonable time after written notice thereof is delivered to IRC and IRC is unable to rectify the situation. Such notice shall include the basis for the request to discontinue the assignment of the specific IRC personnel. For purposes of this paragraph, "good cause" shall mean proven violation of applicable rules and regulations of the JTDC, the CCHHS or the County, proven failure to comply with the terms of this Contract or to cooperate with the Administrator or JTDC personnel in the provision of Services hereunder, or proven conduct or clinical performance which fails to meet the minimum accepted standards of professional care. By requesting that IRC discontinue assigning specific IRC personnel to provide Services, the Administrator is expressing no opinion on the contractual or employment relationship of such person by or with IRC, such determination being solely within the discretion of IRC.

**E. Continuing Education; Educational Activities.** Continuing professional education is expected for IRC Personnel. The JTDC shall not be responsible for any fees and expenses associated with such continuing education, training, certification, professional group membership and licensure of IRC Personnel that exceed what has been allotted in Attachment A.

**F. Training.** IRC Personnel assigned to provide Services shall attend orientation training and other related programs and training, provided from time to time, by JTDC including, but not limited to, safety, fire, disaster and infection control programs. IRC

## Part III Special Conditions

personnel shall have at least professional rescuer level CPR certification as required by the NCCHC for all healthcare providers and such certification shall be current at any time such IRC Personnel are providing Services. The JTDC agrees to provide instruction and training for such CPR certification to IRC Personnel. If at the time of assignment to the JTDC, IRC personnel do not have such CPR certification, IRC will make arrangements with the JTDC to secure such certification at the first available opportunity.

**G. Miscellaneous.** All IRC Personnel will be required to pass background investigations conducted and paid for by the JTDC, as a requisite for initial or continued assignment to provide Services. As a part of the background investigation, IRC Personnel may be required to submit to and pass a drug test provided by the JTDC at its cost. IRC Personnel may also be required to undergo a standard physical examination by a licensed physician at JTDC's expense. In addition, IRC Personnel shall be required to undergo a urinalysis or blood test at any time during the term of this Contract if the Administrator has reasonable suspicion that they are under the influence of, using or abusing intoxicating or controlled substances. County shall indemnify and hold IRC harmless from any claims, causes of action, or judgments of any nature arising out of or based upon this urinalysis or blood testing provision.

### **SC-05      PAYMENT**

IRC shall invoice the County on the first and sixteenth day of each month an amount representing one twenty-fourth of the annual costs budgeted to the relevant contract year as set forth in Attachment A for the management fee and the actual costs for all other expense categories. Amounts payable by the County for reimbursement of personnel salaries, benefits and continuing education shall not exceed IRC's actual costs for same. The County shall make payment to IRC for all invoices submitted as soon as practicable but no later than 45 days after submittal of each IRC invoice.

IRC shall submit its invoices with the required supporting documentation to the JTDC on County Form 29-A.

### **SC-06      INSURANCE AND INDEMNIFICATION**

#### **A.      Minimum Insurance Required of IRC.**

1.    **Coverages Required.** Prior to the date on which IRC commences performance under this Contract, IRC shall cause to be furnished to the County certificates of insurance maintained by the IRC in connection with the performance under this Contract. The County's Risk Manager may approve in writing modified coverage requested by IRC where appropriate. Nothing contained in these insurance requirements shall be construed as limiting the extent of the IRC's responsibility for its operations under this Contract. IRC shall procure and maintain the following insurance coverage in order to insure against loss or damage arising out of or incident to the performance of IRC's obligations under this Contract:

## Part III Special Conditions

**i. Workers' Compensation and Occupational Disease Insurance** including provision for Employer's Liability coverage with limits of: 1) \$500,000 for each accident and 2) \$500,000 for each employee and 3) \$500,000 for disease. Notwithstanding an assertion that IRC Personnel are "borrowed employees" and that the County is a "borrowing employer" within the meaning of the Illinois Workers' Compensation and Occupational Diseases Act, IRC shall be liable for all workers' compensation or occupational disease benefits payable to IRC Personnel for injuries or illness arising out of and in the course of their duties at the JTDC.

**ii. Commercial General Liability Insurance** covering bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof. Each policy shall have a combined bodily injury and property damage limit of \$1,000,000 aggregate.

**iii. Comprehensive Automobile Liability Insurance** covering all owned and non-owned motor vehicles used in the performance, or incident to the performance, of this Contract. Such insurance shall have coverage limits not less than \$1,000,000 per occurrence.

**2. Additional Insurance.** In addition to the insurance required herein in the amounts set forth, IRC shall at all times when providing Services have and maintain an umbrella policy of insurance in the amount of Three Million Dollars (\$3,000,000.00) applicable to each type of insurance required.

**3. Qualification of Insurers.** All companies providing the coverage required in Section SC-0 (A)(1) (i) - (iii) shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than X and a policy holder's service rating no lower than (A) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than those set forth in this Section will be acceptable only upon written consent of the County's Risk Manager.

**4. Claims for Damages: Acknowledgments.** IRC shall promptly furnish the County Risk Manager with an acknowledgment receipt including the insurer's claim number from the insurance Carrier for each claim against IRC as a result of or incidental to IRC's performance under this Contract.

**B. Indemnification By County for Professional Liability.** The purpose of this Section is to provide for the indemnification of IRC and the indemnification and defense of IRC Personnel under the circumstances, and subject to the limitations, herein described. Generally, these circumstances contemplate indemnification and defense of IRC and IRC Personnel by the County in the event that IRC or IRC Personnel are the subject of any litigation or are found legally liable to pay damages on account of negligent acts or omissions occurring within the scope of their employment and within the scope of Services to be provided under this Contract.

Part III Special Conditions

**1. Indemnity for Professional Activities Arising Out of Contract.** The County shall indemnify, defend, save and hold harmless IRC Personnel from and against any and all actions, claims, costs, expenses, judgments or fees arising out of their professional activities in or concerning JTDC facilities pursuant to this Contract to the same extent and under the same circumstances that it is obliged to indemnify direct patient care employees working in County health facilities pursuant to Section 38-89 Indemnification of the Cook County Code of Ordinances, the terms of which are attached hereto and incorporated herein as Attachment B. Further, the County shall indemnify, defend, save and hold harmless IRC from and against any and all actions, claims, costs, expenses, judgments or fees, including reasonable attorneys' fees, asserted against IRC under the doctrine of *respondent superior* or otherwise predicated upon the professional activities of IRC Personnel in or concerning JTDC facilities pursuant to this Contract, to the same extent and under the same circumstances that the County has become obliged to indemnify said IRC Personnel as set forth herein. Further, the County shall indemnify, defend, save and hold harmless IRC and IRC Personnel from and against any and all claims, costs, expenses, judgments or fees, including reasonable attorneys' fees, brought by a third party to the extent such claims are attributable to the acts or omissions of the County, its officers, employees or agents.

**2. Limitations on Defense and Indemnification by County.** Notwithstanding the foregoing, the County shall in no instance be responsible for the indemnification or defense of IRC Personnel or for the indemnification of IRC with respect to claims of deliberate wrongdoing, or willful or wanton conduct. However, the County shall defend IRC Personnel, and shall indemnify IRC for reasonable attorneys' fees and related costs incurred in the defense of IRC, with respect to claims which allege deliberate wrongdoing or willful or wanton conduct, provided that the County's investigation continues to reveal that such claims are substantially unsupported. Furthermore, in the event the County elects to defend the IRC Personnel, or to indemnify IRC for reasonable attorneys' fees and related costs associated with the defense of IRC, with respect to any claims brought against IRC or IRC Personnel which arise from the professional activities of IRC Personnel in or concerning JTDC facilities pursuant to this Contract; and, in the event of such an election, the County shall not be deemed to have waived any limitations or conditions set forth in this Contract with respect to its responsibility to indemnify IRC or IRC Personnel.

Further, the County shall in no instance be responsible for the indemnification or defense of IRC Personnel or for the indemnification of IRC in any action in law or in equity institute by the County to enforce the terms and conditions of this Contract or to seek damages for a violation of the terms and conditions of this Contract. Moreover, the County shall in no instance be responsible for the indemnification or defense of IRC Personnel or for the indemnification of IRC with respect to claims arising from acts or omissions or IRC Personnel which are alleged to be in violation of the laws of the County of Cook, Illinois, the State of Illinois or of the United States of America regarding discrimination based on race, creed, color, religion, age, sex, Vietnam era veteran, marital status, handicap, national origin or status of discharge from military.

## Part III Special Conditions

**3. Conditions to Indemnification.** The indemnification and defense provided by the County to IRC Personnel pursuant to this Section shall be contingent upon the following:

(a) IRC Personnel shall have provided the County's Department of Risk Management or State's Attorney with prompt written notice of the claim or action concerning which indemnity is sought;

(b) IRC Personnel agree that the County shall have full control of the defense or settlement of any such claim or action;

(c) IRC personnel cooperate fully with the County in the investigation and defense of any such claim or action; and

(d) IRC Personnel shall comply with the requirements set forth in Section 38-89 Indemnification of the Cook County Code of Ordinances.

(e) IRC provides the County with an opportunity to provide a defense and, in the event the County does not elect to provide a defense, IRC and its counsel cooperate fully with the County with respect to the investigation and defense of any such claim or action concerning which a right to indemnity is asserted;

(f) IRC shall neither try nor agree to settle a case concerning which a right to indemnity is obtained in advance from the County; and

(g) the County's liability to indemnify IRC for attorneys' fees incurred in the defense of a claim for which indemnity is sought shall not exceed the applicable rates as set forth on the Fee Schedule which is in effect pursuant to the County's Ordinance pertaining to Special State's Attorneys.

**4. Survival of Indemnification Provisions.** The provisions of this Section SC-06.B relative to indemnification for professional liability of IRC and IRC Personnel shall survive the termination of this Contract.

**5. Non-Assumption of Liability.** Except as expressly set forth above, neither party to this Contract shall be liable for any negligent or wrongful act chargeable to the other party. This Contract shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties. In the event of a claim for any such wrongful or negligent act not covered by the Indemnification set forth above, each party shall bear the cost of its own defense.

### **SC-07      COMPLIANCE WITH LAWS**

County and IRC shall comply with all applicable federal, state and local laws and regulations, including the rules and regulations of government authorities relating to licensure and regulation of health care providers and hospitals including, but not limited to, regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, 45 CFR 160 et seq. ("HIPPA Regulations"). If required by law, the parties shall enter into an appropriate business associate agreement in the form adopted by the County for such purposes, which shall be consistent with the HIPPA Regulations.

### Part III Special Conditions

IRC represents that it and IRC Personnel who may participate in any aspect of the provision of Services are entitled, without limitation, to participate in the Medicare and Medicaid Programs and any other federal program, as defined in Section 1128B(f) of the Social Security Act. It shall be IRC's continuing responsibility to notify the County in writing immediately in the event IRC, any IRC Personnel or any subcontractor of IRC are excluded, suspended, or otherwise limited with respect to participation in the Medicare or Medicaid Programs or from any other federal program, as defined in Section 1128B(f) of the Social Security Act.

In the event the activities in question cannot be altered to avoid an alleged violation of the Contract, the party engaging in the questionable activity shall cease that activity.

**JUVENILE TEMPORARY DETENTION CENTER**

**CONTRACTS**

**ITEM #30**

**APPROVED AS AMENDED**

**COMMISSIONERS BEAVERS AND STEELE VOTED "NO".**

Transmitting a Communication, dated November 18, 2009 from

EARL L. DUNLAP, Transitional Administrator, Juvenile Temporary Detention Center

requesting authorization for the Purchasing Agent to enter into a contract with Isaac Ray Center (IRC), Chicago, Illinois, for mental health services for residents of the Juvenile Temporary Detention Center (JTDC) in a manner that is consistent with the National Commission on Correction Health Care (NCCHC), the American Correctional Association (ACA) and the requirements set forth in a Memorandum of Agreement (MOA) approved by the Federal District Court in the case of Doe v. Cook County, Case No. 99 C 3945, and in the extension of the Memorandum of Agreement through the Modified Implementation Plan (MIP). Services rendered shall be performed in accordance with the requirements of the MIP and shall include intake screening, management of acute and chronic mental health conditions, referrals to psychiatric hospitals, mental health treatment for JTDC residents and administrative functions. IRC personnel assigned to the JTDC shall include a Director of Services, psychiatrists and clinical psychologists and may include advanced practice nurses, physician assistants, registered nurses, psychometricians, social workers, information technology specialists, support staff, Fellows engaged in post-graduate clinical training programs under appropriate supervision and any other appropriate personnel. In addition, IRC shall continue to prepare appropriate policies and procedures for services at the JTDC which comply with the changing requirements of the Juvenile Standards of the NCCHC and ACA accreditation standards.

Reason: Pursuant to Clause 5(f) of the Agreed Order appointing a Transitional Administrator, Doe v. Cook County, Case No. 99 C 3945, the Office of the Transitional Administrator, in its authority as established in the Court Order entered on August 14, 2007, has selected Isaac Ray Center (IRC) to provide mental health services to residents of the Juvenile Temporary Detention Center (JTDC). Currently, IRC provides mental health services to JTDC residents in conjunction with the Mental Health Services for Cermak Health Services of Cook County, Contract No. 06-45-574. Cermak Health Services of Cook County is in the process of making changes to its Mental Health Services program, and intends to do a Request for Proposal (RFP) for mental health services. Because of the existing relationship that IRC currently has with the JTDC, the Office of the Transitional Administrator, in its authority, has chosen to retain Isaac Ray Center as its mental health services provider for JTDC residents. This decision was made in an effort to avoid any disruption in mental health services to the JTDC residents. The current contract with Cermak Health Services of Cook County is scheduled to end on August 31, 2010; however, this contract does not currently provide the necessary level of services as required by the Memorandum of Agreement (MOA) and the Modified Implementation Plan (MIP) in the Doe v. Cook County, Case No. 99 C 3945. The new contract will provide the appropriate level of staffing to enable the Cook County Juvenile Temporary Detention Center to come into compliance with mental health care objectives as outlined in the MOA and MIP. The contract will be performance based, and will be renewed annually if performance requirements are achieved. The performance measurements will be determined collaboratively by the Office of the Transitional Administrator and Isaac Ray Center, and will be outlined in the contractual agreement.

Estimated Fiscal Impact: \$16,319,621.00 (FY 2010: \$3,905,747.00; FY 2011: \$4,019,559.00; FY 2012: \$4,136,786.00; and FY 2013: \$4,257,529.00). Contract period: ~~December~~ March 1, 2009 ~~2010~~ through November 30, 2013. (440-272 Account). Requisition No. 04400003.

Approval of this item would commit Fiscal Years 2011, 2012 and 2013 funds.

\* \* \* \* \*

Part III Special Conditions

Attachment A  
**Schedule of Annual Amounts Payable to IRC  
 and Staffing**

Contract Period - March 1, 2010 - November 30, 2013

Description	BASELINE FTE	PROPOSED-BY CONTRACT YEAR December 1 through November 30			Total
		2010	2011	2012	
<b>A. PERSONNEL COSTS</b>					
<u>Psychiatrists</u>					
Psychiatrists (MD)	2.5	\$587,341	\$604,961	\$623,110	\$641,803
Fringe benefit costs (including taxes, medical, workers comp)		105,721	108,893	112,160	115,525
					442,299
<b>TOTAL COSTS - PSYCHIATRISTS</b>		693,062	713,854	735,270	757,328
<b>Psychologists</b>					
Psychologists (Ph.D./Psy.D.)	10	1,100,532	1,133,548	1,167,555	1,202,581
Fringe benefit costs (including taxes, medical, workers comp)		198,096	204,039	210,160	216,465
					828,759
<b>TOTAL COSTS - PSYCHOLOGISTS</b>		1,298,628	1,337,587	1,377,714	1,419,046
<b>Other Medical Support Staff</b>					
Psychiatric Nurse	0	0	0	0	0
Advanced Practical Nurses (RN, MS)	2.5	218,545	225,102	231,855	238,810
Social Workers (MSW)	5	337,653	347,782	358,216	368,962
Mental Health Specialists	9	450,000	463,500	477,405	491,727
Sub-total - Other Medical Support	16.5	1,006,198	1,036,384	1,067,476	1,099,500
					4,209,557

Part III Special Conditions

personnel						
Fringe benefit costs (including taxes, medical, workers comp)	181,116	186,549	192,146	197,910	757,720	
<b>TOTAL COSTS - OTHER MEDICAL SUPPORT</b>	<b>1,187,314</b>	<b>1,222,933</b>	<b>1,259,621</b>	<b>1,297,410</b>	<b>4,967,278</b>	
<u>Graduate Medical Training Program</u>						
Full-time Psychology Fellows	2	72,100	74,263	76,491	292,854	
Fringe benefit costs (including taxes, medical, workers comp)	12,600	12,978	13,367	13,768	52,714	
<b>TOTAL COSTS - PSYCHOLOGY FELLOWS</b>	<b>82,600</b>	<b>85,078</b>	<b>87,630</b>	<b>90,259</b>	<b>345,568</b>	
<u>Administration</u>						
Computer/Data Programmer	0.5	23,175	23,870	24,586	94,132	
Program Secretary	2	86,520	89,116	91,789	351,425	
Sub-total - Administrative personnel	2.5	109,695	112,986	116,375	445,556	
Fringe benefit costs (including taxes, medical, workers comp)	19,170	19,745	20,337	20,948	80,200	
<b>TOTAL COSTS - ADMINISTRATION</b>	<b>125,670</b>	<b>129,440</b>	<b>133,323</b>	<b>137,323</b>	<b>525,756</b>	
<b>TOTAL DIRECT PERSONNEL COSTS</b>	<b>33.5</b>	<b>3,387,274</b>	<b>3,488,892</b>	<b>3,701,366</b>	<b>14,171,090</b>	
<b>B. TRAINING COSTS (CME)</b>						
		50,000	50,000	50,000	200,000	
<b>C. SUPPLY COSTS</b>						
		50,000	50,000	50,000	200,000	
<b>D. MANAGEMENT FEE</b>						
		418,473	443,227	456,164	1,748,531	

Part III Special Conditions

<b>TOTAL ANNUAL COSTS</b>	<b>\$3,905,747</b>	<b>\$4,019,559</b>	<b>\$4,136,786</b>	<b>\$4,257,529</b>	<b>\$16,319,621</b>
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Notes:

1. Fringe Benefit Rate of 18%
2. Annual Cost Increase of 3%
3. Fixed Annual Management Fee of 12% of Total Costs
4. Full-time positions may be filled by part-time staff as circumstances dictate.
5. Professional liability insurance for all staff working on the contract is provided by Cook County.
6. IRC reserves the right to make budget changes with the written approval of the Administrator.

## Part III Special Conditions

### Attachment B

#### Sec. 38-89. Indemnification.

(a) The County shall defend and indemnify patient care personnel and public health practitioners, including, but not limited to, physicians, dentists, podiatrists, fellows, residents, medical students, nurses, certified nurse assistants, nurses' aides, physicians' assistants, therapists and technicians (collectively "practitioners") acting pursuant to employment, volunteer activity or contract, if provided for therein, with the County with respect to all negligence or malpractice actions, claims or judgments arising out of patient care or public health activities performed on behalf of the CCHHS. The County shall also defend and indemnify the members of the Nominating Committee and the System Board with respect to all claims or judgments arising out of their activities as members thereof which defense and indemnification shall be subject to the same provisions which apply to the defense and indemnification of practitioners as set forth below.

(b) The County shall not be obligated to indemnify a practitioner for:

- (1) Punitive damages or liability arising out of conduct which is not connected with the rendering of professional services or is based on the practitioner's willful or wanton conduct.
- (2) Professional conduct for which a license is required but the practitioner does not hold a license.
- (3) Conduct which is outside of the scope of the practitioner's professional duties.
- (4) Conduct for which the practitioner does not have clinical privileges, unless rendering emergency care while acting on behalf of the CCHHS.
- (5) Any settlement or judgment in which the County did not participate.
- (6) The defense of any criminal or disciplinary proceeding.

(c) To be eligible for defense and indemnification, the practitioner shall be obligated to:

- (1) Notify, within five days of receipt, the Cook County Department of Risk Management and the Civil Actions Bureau of the Cook County State's Attorney's Office of any malpractice claim made against the practitioner and deliver all written demands, complaints and other legal papers, received by the practitioner with respect to such claim to the Department of Risk Management.
- (2) Cooperate with the State's Attorney's Office in the investigation and defense of any claim against the County or any practitioner, including, but not limited to,

Part III Special Conditions

preparing for and attending depositions, hearings and trials and otherwise assisting in securing and giving evidence.

(3) Promptly notify the Cook County Department of Risk Management and the Civil Actions Bureau of the Cook County State's Attorney's Office of any change in the practitioner's address or telephone number.

(d) All actions shall be defended [by] the Cook County State's Attorney. Decisions to settle indemnified claims shall be made by the County or the State's Attorney's Office, as delegated by the County, and shall not require the consent of the indemnified practitioner. If a practitioner declines representation by the State's Attorney's Office, the County shall have no obligation to defend or indemnify the practitioner.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - iii
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 14
7	Partnership Signature Page	EDS 15
8	Corporation Signature Page	EDS 16
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.

### INSTRUCTIONS FOR COMPLETING PDF FORMS

PDF forms may be printed out and the required information neatly hand printed or typed. The forms can also be conveniently completed on your computer after you download and save them.

#### ACCESSING PDF FORMS

You can download a free Adobe® Reader or purchase Adobe® Acrobat Standard or Professional to access the PDF forms. These programs can be obtained from the following sites:

Adobe® Acrobat Reader (free): <http://www.adobe.com/products/reader/>

Adobe® Acrobat Standard: <http://www.adobe.com/products/acrobatpro/acrobatstd.html>

Adobe® Acrobat Professional: <http://www.adobe.com/products/acrobatpro/?promoid=BONRX>

**IMPORTANT NOTE:** The free Adobe® Acrobat Reader will allow you to fill out the form on your computer but it will not save a completed form. Print the form before you close the program to avoid losing information. To save a completed form you must have, or purchase, Adobe® Acrobat Standard or Professional versions of the program.

#### DOWNLOAD AND SAVE THE BLANK PDF FORM

Do not complete the form in your open internet browser. Complete the form off-line. Download the PDF form and save it to your computer before completing it or you may risk losing data that you enter while you work on the form.

#### HOW TO USE ADOBE® ACROBAT TO COMPLETE THE FORM

- 1) **OPEN THE FORM:** On the top toolbar click 'File' then click 'Open' on the pull down menu. Browse the window that pops up to locate the PDF form you downloaded and saved to your computer. Click on the 'Open' button.
- 2) **VIEWING THE FORM:** If the form is too small to read, use the zoom icon to change the magnification level.
- 3) **FIELDS (TEXT BOXES):** The fields that you can fill in will be highlighted in blue. If you do not see the blue highlighting go to the top of the form and click on the 'Highlight Fields' button. (NOTE: It is not necessary to highlight the fields but it makes it easier to locate the fields to place your cursor).
- 4) **TYPES OF TEXT BOXES:** The form may have one or more of the following types of fields in it:
  - a) **Single Line Text Boxes:** Allow you to type one line in the box. If there is not enough space for the line you type abbreviate words only where it makes sense to do so.
  - b) **Multiple Line Text Boxes:** Allow you to type in more than one line. Use the 'Enter' key on the keyboard to begin a new line as necessary. There may be size limitations as to how much data you can input.
  - c) **Multiple Choice Boxes:** Allows you to choose an answer from a pull down menu by clicking on the menu icon next to the box.

d) **Check Boxes:** Allow you to place check marks in the box. Put the cursor in the field and click the left mouse button. Click it again to undo the check mark.

5) **FILLING IN THE FIELDS:** Position the cursor inside the field you want to complete. This makes the field 'active' and you can begin typing. If the fields are highlighted, the field you are currently using will become white while your cursor is in it. It will return to blue after you move on to another field. The blue highlighting will not print out on your forms.

6) **MOVING BETWEEN FIELDS:** Use the mouse to position the cursor in a field or use the tab key to 'tab' from one field to another.

7) **BEFORE PRINTING THE FORM:** Make sure the cursor is not in any form field (text box). Active boxes will not print. Click on the document margin or outside a field to deactivate all fields.

8) **PRINTING THE FORM:** (a) On the top toolbar click 'File' then click 'Print' on the pull down menu; or (b) Click on the printer icon on the toolbar at the top; or (c) Click on the printer icon on the form, if it includes one.

9) **SAVE THE FORM:** If you have Adobe® Acrobat Standard or Professional you can save your completed form. If you have Adobe® Reader, make sure that all information is correct and accurate before printing the form and closing the document. You cannot save information you filled in using Adobe® Reader.

#### USER RESPONSIBILITY FOR ACCURATENESS OF INFORMATION

As the user filling in the form, it is your responsibility to provide complete and accurate information on the form. The program you use to fill out the form will not automatically verify or validate any of the information you provide.

#### SIGNATURES AND NOTARIZATIONS

All forms are required to be manually signed and notarized where indicated. Save a copy of the original signed and notarized document for your records and submit the originals, in the quantities required, to the appropriate County agency

#### DISCLAIMER

Cook County is not associated with Adobe Systems or any of its affiliates and does not accept responsibility for functionality of any product that the user downloads to his/her computer or for the condition of the user's computer before or after any download. Cook County does not accept responsibility for loss of information that may occur due to the failure of the user to properly save, or print out and save copies of documents or if for any other reason information on completed, or partially completed forms, is lost, and Cook County is not obligated to extend deadlines due to same. Using this method to complete forms is for the user's convenience only and is optional.

**WBE/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'S/PROPOSER'S 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 Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) 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 work of the Contract. (If so, complete Sections II and III). IRC, Inc. has no such relationships.

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

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

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_
  
2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\* All Letters of Intent and Letters of Certification not submitted with bid/proposal **must** be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

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

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of indirect Participation \$ \_\_\_\_\_  
Percent Amount of indirect Participation: \_\_\_\_\_  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of indirect Participation \$ \_\_\_\_\_  
Percent Amount of indirect Participation: \_\_\_\_\_  
\*Letter of Intent attached? Yes \_\_\_\_\_ No \_\_\_\_\_

Attach additional sheets as needed.

\* All Letters of Intent and Letters of Certification NOT submitted with Bid/Proposal MUST be submitted so as to assure receipt by the Contract Compliance Administrator within 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.**

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

**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:

X FULL MBE WAIVER

X 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)

X

(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)

See D., OTHER RELEVANT INFORMATION

(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)

X

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

See D., OTHER RELEVANT INFORMATION

**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.

Number 2.

The Isaac Ray Center, Inc. ("IRC") is an Illinois not-for-profit corporation employing staff to provide highly specialized psychiatric, psychological and other mental health services to the JTDC. Currently IRC also provides highly specialized mental health treatment services to Cermak Health Services of the Cook County Bureau of Health but this work is expected to end 8-31-10. Finally IRC is actively involved in medical/educational programs in combination with the Rush Medical College but this work is expected to end 6-30-10.

IRC has a policy of equal opportunity and non-discrimination in hiring and employment. The principal clinical programs of IRC are the JTDC and Cermak contracts.

IRC is governed by a seven member Board of Directors, of which 29% are minorities (African-American).

The employees of IRC working on the JTDC contract are as follows:

<u>Total Current IRC Employees at JTDC</u> (part-time and full-time)	<u>Women</u>	<u>Minorities</u>	<u>Caucasian</u>
34	24	17**	17

\*\* several employees are minority women

Number 4.

Approximately 87% of the JTDC contract funding is for direct personnel expenses (salaries and fringes). Another 11% of the contract goes to support Administrative staffing and other expenses of running the corporation. The discretionary spending of the Corporation amounts to no more than \$60,000 annually. IRC agrees to make good faith efforts during the term of the contract to include MBE/WBE participation in discretionary spending purchases.

IRC shall cooperate with the County to provide additional information as requested to evidence IRC's efforts to achieve the County's "best efforts" MBE/WBE participation goals.

Other: Affirmative Action Plan

IRC does not have an internal affirmative action plan. As described in Number 2 above, IRC is an equal opportunity employer and complies with all applicable equal opportunity laws.

**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, 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

04.09

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 would 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
	Not applicable

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:  X  No: \_\_\_\_\_

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

1725 W. Harrison Street, Suite 110, Chicago, IL 60612

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

Yes:  X  No: \_\_\_\_\_

3. 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:

X  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): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[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.

Fax:

### 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 Applicant of N/A Stock/Beneficial Interest Holder

This Statement is an:  Original Statement OR  Amended Statement

Identifying Information

Name: Spac Ray Center Inc D/B/A: RC Inc EIN NO: 36-3018253  
 Street Address: 1725 W. Harrison St. Ste 110  
 City: Chicago State: Ill Zip Code: 60612  
 Phone No.: 312 563-2464 or 312 942-4096

Form of Legal Entity

- Sole Proprietor     Partnership     Corporation     Trustee of Land Trust  
 Business Trust     Estate     Association     Joint Venture  
 Other (describe) NOT a Proprietorship 501-C-3

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 Applicant/Holder	Address	Percentage Interest in
<u>N/A</u>		

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COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

Fax:

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
<i>N/A</i>		

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 appropriate box) *James L. Cavanaugh, Chairman of Board of Isaac Ray Center Inc*

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.

*JAMES L. CAVANAUGH, M.D.*  
Name of authorized Applicant/Holder Representative (please print or type)

*[Signature]*  
Signature

*J.Cavanaugh@rush.edu*  
E-mail address

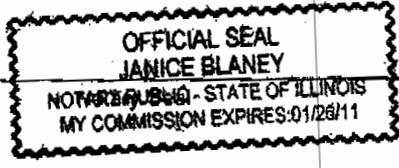
*CHAIRMAN of the Board of Isaac Ray Center Inc*  
Title

*June 9, 2010*  
Date

*312 942-4046*  
Phone Number

Subscribed to and sworn before me this *9* day of *June*, 20 *10*

X *[Signature]*  
Notary Public Signature



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**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: Isaac Ray Center, Inc.

BUSINESS ADDRESS: 1725 W. Harrison Street, Suite #110, Chicago, IL 60612

BUSINESS TELEPHONE: (312) 942-4046

FAX NUMBER: (312) 942-0047

CONTACT PERSON: James L. Cavanaugh, Jr., M. D.

FEIN: 36-3018253

\* CONTRACT SERVICE NUMBER: \_\_\_\_\_

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Stephen C. Scheiber, M. D. VICE PRESIDENT: None

SECRETARY: David W. Carrington, M. D. TREASURER: David W. Carrington, M. D.

\*\*SIGNATURE OF PRESIDENT: *Stephen C. Scheiber*

ATTEST: *David W. Carrington* (CORPORATE SECRETARY)  
David W. Carrington, M. D.

Subscribed and sworn to before me this

2nd day of June, 2010

X *Janice Blaney*  
Notary Public Signature



Notary Seal

\* If the corporation is not registered in the State of Illinois, a copy of a current 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. Jones*

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Carmen K. Tricke-Coburn*

COOK COUNTY PURCHASING AGENT

*Christina M. Kravitz*

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 15<sup>TH</sup> DAY OF December, 2009

IN THE CASE OF A ~~BID~~ PROPOSAL, THE COUNTY HEREBY ACCEPTS THE FOREGOING ~~BID~~ PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER 10F41-68

OR, IF THE FOLLOWING IS COMPLETED BY THE COUNTY, THE COUNTY HEREBY ACCEPTS THE FOREGOING BID/PROPOSAL AS TO THE FOLLOWING ONLY:

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

TOTAL AMOUNT OF CONTRACT: 16,319,621 DOLLARS AND 00 CENTS  
\$ 16,319,621.00

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

APPROVED AS TO FORM:  
*[Signature]*  
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 13 2010

COM \_\_\_\_\_