

PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 11-84-016
DRUG COURT ASSESSMENT EVALUATOR SERVICES

BETWEEN



COOK COUNTY GOVERNMENT
OFFICE OF THE CHIEF JUDGE
ADULT PROBATION DEPARTMENT

AND

TASC, INC

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 01 2012

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PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions.....	1
b) Interpretation.....	2
c) Incorporation of Exhibits	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	3
a) Scope of Services	3
b) Deliverables	3
c) Standard of Performance.....	4
d) Personnel.....	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance.....	5
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	8
j) Examination of Records and Audits	9
k) Subcontract Subcontracting or Assignment of Contract or Contract Funds.....	10
ARTICLE 4) TERM OF PERFORMANCE.....	11
a) Term of Performance	11
b) Timeliness of Performance	11
c) Agreement Extension Option.....	11
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	12
c) Funding	12
d) Non-Appropriation.....	12
e) Taxes	12
f) Price Reduction.....	13
g) Contractor Credits.....	13
ARTICLE 6) DISPUTES.....	13
ARTICLE 7) COMPLIANCE WITH ALL LAWS	13
ARTICLE 8) SPECIAL CONDITIONS	14
a) Warranties and Representations.....	14
b) Ethics.....	15
c) Joint and Several Liability	15

d)	Business Documents	15
e)	Conflicts of Interest.....	15
f)	Non-Liability of Public Officials.....	16
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....		17
a)	Events of Default Defined	17
b)	Remedies.....	18
c)	Early Termination	19
d)	Suspension	20
e)	Right to Offset.....	20
f.)	Delays	21
g.)	Prepaid Fees.....	21
ARTICLE 10) GENERAL CONDITIONS		21
a)	Entire Agreement.....	21
b)	Counterparts.....	22
c)	Modifications and Amendments.....	22
d)	Governing Law and Jurisdiction.....	22
e)	Severability	23
f)	Assigns.....	23
g)	Cooperation.....	23
h)	Waiver.....	23
i)	Independent Contractor.....	24
j)	Governmental Joint Purchasing Agreement	24
ARTICLE 11) NOTICES.....		24
ARTICLE 12) AUTHORITY		25

Economic Disclosure Statement
Signature Pages

List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and TASC, Inc., doing business as a(an) Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the 15th day of November, 2011, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for 11-84-016P. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance

required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written modification to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Department" means the Cook County Office of the Office of the Chief Judge, Adult Probation Department.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the

County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

List of Key Personnel:

Name:	Title:
<u>Mrs. Alicia Kusiak</u>	<u>TASC Director of Operations</u>
<u>Mr. Riley Jones III</u>	<u>TASC Administrator</u>

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-277) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Exhibit 3, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Exhibit 3.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(ii).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.6(a)(iv).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 5) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office,

which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer 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 Chief Procurement Officer. 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.

j) Examination of Records and Audits

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.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. 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 Chief Procurement Officer. 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 Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. 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 Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist"

means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2012 ("Effective Date") and continue until December 31, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices 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.

c) Funding

The source of funds for payments under this Agreement is Fund number 532-260. Payments under this Agreement must not exceed \$506,484.00 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) 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.

f) Price Reduction

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

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

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer 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 Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. 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.

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.1 and 9.3.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Section 7a. in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to

performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.2;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;

vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.1 and 9.2 of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not

be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must

promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) 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.

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above,

affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) 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 Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer 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 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall

be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance,

requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

ARTICLE 11) NOTICES

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.

If to the County: Office of the Chief Judge
Adult Probation Department
69 W. Washington, Ste 1940
Chicago, Illinois 60602

Attention: Department Director

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: TASC, Inc.
1500 N. Halsted St.
Chicago, IL 60642
Attention: Roy Fesmire, Vice President and CFO

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
	Instructions for Completion of EDS	EDS 1-2
1	MBE/WBE Utilization Plan	EDS 3-4
2	Letter of Intent	EDS 4-5
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 6-8
4	Certifications	EDS 9-10
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 11-15

**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, 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 and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN
Section 1

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

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

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

_____ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

II. Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____ / _____

From: _____
(MBE/WBE Firm)

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

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

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

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

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

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative

of the _____ (MBE/WBE firm) affirm

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

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

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

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this _____ day of _____, 20____

(Notary's Signature)

(Notary Seal)

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

Upon penalty of perjury, _____ (print name),
the _____ (title) and duly authorized
representative of _____ (Bidder Proposer firm),
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ _____, which represents the
above indicated total percentage _____ % for the contract amount \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

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

(Notary's Signature)

(Notary Seal)

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER
- FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
- _____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

- 1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)
- 2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)
- 3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)
- 4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

TASC, Inc. is a not-for-profit agency (501(c)(3)) that cannot qualify as an MBE/WBE because there are no owners of a not-for-profit agency. TASC, Inc. does make significant commitments to a diverse organizational structure. Its' Board of Directors is currently comprised of 7 directors, 3 of whom are African-American and 2 of whom are women. Further, TASC's executive leadership is diverse as well, comprised of 5 individuals, 2 of whom are African-American, 1 of whom is Asian-American, and 2 of whom are women. TASC's staff is also diverse being comprised of approximately 66% minorities and 66% women.

The solicitation does not provide sufficient opportunity to directly utilize MBE/WBEs in a significant manner as the scope of services is labor intensive. TASC is a service organization with approximately 80% of the organization's costs being comprised of labor and benefits costs. Of the remaining 20% of TASC's costs, a significant portion do not lend themselves to minority participation such as rent, electricity, natural gas, sewer and water, telephone service, conferences, reimbursable staff expenses, depreciation and amortization, interest on debt, gasoline, organization memberships.

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)

- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)

- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)

- 4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)

- 5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

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

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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): 17-05-215-016-0000;17-05-215-017-0000

17-05-215-018-0000

17-18-335-032-0000;17-18-335-033-0000

(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.

11-84-016

TASC, INC.

Dug Court Assessment
Collector
Service

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____
County Department: _____

Applicant Information:

Last name: TASC, Inc. First Name: _____ MI: _____
SS# (Last Four Digits): _____ EIN 36-2870923
Street Address: 1500 N. Halsted St.
City: Chicago State: IL Zip: 60642
Home Phone: (312) 787-02087 Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

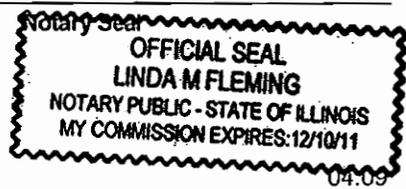
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- X D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: June 22, 2011

Subscribed and sworn to before me this 22nd day of June, 2011

[Signature]
Notary Public Signature



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 TASC, Inc. D/B/A: _____ EIN NO.: 36-2870923

Street Address: 1500 N. Halsted St.

City: Chicago State: Illinois Zip Code: 60642

Phone No.: 312-787-0208

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust
501 (c) (3)

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] 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):

- [X] 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.

Roy H. Fesmire
 Name of Authorized Applicant/Holder Representative (please print or type)

R. H. Fesmire
 Signature

rfesmire@tasc-il.org
 E-mail address

Vice President and CFO
 Title

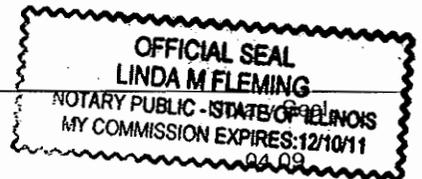
June 22, 2011
 Date

312-573-8271
 Phone Number

Subscribed to and sworn before me this 22nd day of June, 2011.

Linda M. Fleming
 Notary Public Signature

My commission expires: 12/10/11



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: TASC, Inc.

BUSINESS ADDRESS: 1500 N. Halsted St.

Chicago, IL 60642

BUSINESS TELEPHONE: 312-787-0208 FAX NUMBER: 312-787-9663

CONTACT PERSON: Roy H. Fesmire, Vice President and Chief Financial Officer

FEIN: 36-2870923 *IL CORPORATE FILE NUMBER: 50849597

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Pamela F. Rodriguez

VICE PRESIDENT: Peter Palanca/Roy H. Fesmire

SECRETARY: Barbara Hillman

TREASURER: Lance Foster

**SIGNATURE OF PRESIDENT: *Pamela F. Rodriguez*

ATTEST: *Barbara Hillman* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

22nd day of June, 2011.

Linda M. Fleming
Notary Public Signature

My commission expires: 12/10/11

Notary Seal



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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

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

Joni Prezworska

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY PURCHASING AGENT

Tobias Reinhold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF February, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-84-016

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 506,484.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 532-260

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 01 2012

COM _____



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 OFFICE
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

*Copy of "Sworn Familial Relationship Disclosure Form" attached.

EXHIBIT 1

Scope of Services

1. SCOPE OF SERVICES

1.1 Background - Adult Probation Department

Operating under the Office of the Chief Judge of the Circuit Court of Cook County, the Cook County Adult Probation Department administers a wide range of programs covering both standard and specialized probation supervision and pretrial and presentence services. Through its programs, the Adult Probation Department provides the court with pertinent information at many stages of the criminal justice process, enhances public safety, compensates victims of crime and holds offenders accountable while affording them opportunities to make positive changes in their lives.

The majority of Adult Probation Department resources are dedicated to probation supervision – a sentencing option in which offenders are required to comply with specific conditions of supervision while residing in the community. Department probation officers assist offenders in complying with their sentences through guidance, surveillance and referrals to service providers for treatment, education and employment training.

Probation supervision provides an important means of compensating victims of crime and the community. During FY2007, the Department collected almost \$3 million in victim restitution and close to \$2.8 million in fees. Moreover, each year probationers complete approximately 120,000 hours of community service. The Adult Probation Department receives nearly 18,000 new probation supervision cases annually and has an active caseload of more than 25,000 probationers, 90% of whom have been sentenced for felony offenses.

Eighty-eight percent of probationers are assigned to standard caseload supervision, while 12% are supervised in specialized programs designed for specific offender populations.

Through its pretrial services units, the Department supervises more than 8,000 defendants released on bond each year. The department also conducts pre-bond interviews to assist the courts in making decisions about bond/pretrial supervision and conducts presentence reports to assist the courts in making decisions about sentencing.

Established in 1911, the Cook County Adult Probation Department is the largest probation agency in Illinois and the largest probation agency in the United States accredited by the American Correctional Association. The Department operates out of 18 office locations and has approximately 670 employees.

1.2 Scope of Work

The Adult Probation Department requires clinical professional services to provide probationer clinical assessments and treatment recommendations for the Drug Treatment Court at 2650 South California Facility.

1.2.1 Requirements

Scope of Work include but are not limited to the following requirements:

- Co-location and availability of three (3) dedicated clinical staff positions. Clinical professionals are required to conduct clinical assessments for clients in a timely manner and spread out over a period of time, to determine client's the level of substance abuse treatment and treatment placement required.
- Clinical professionals must possess current and valid State of Illinois certification for Drug Addiction Counseling.
- Identify suitable treatment slots from the provider network as contracted by the Circuit Court of Cook County Adult Probation Department.
- Attend and present assessment findings and recommend treatment placements at Drug Treatment Court Team meetings. Findings shall be presented within 1 week of the initial court appearance.
- Expedite intake for clients into drug treatment by initiating the referral to treatment, in accordance with the Adult Probation Department procedures, providing appropriate clinical paperwork to the treatment provider, facilitating the client's attendance at intake appointments, and verifying the client's follow through with the treatment intake process.
- Monitor the clients' progress in treatment by conducting regular clinical conferences with treatment staff (including telephone and on-site clinical discussions with treatment providers regarding client's attendance and participation in treatment, progress, lack of progress, ongoing treatment and recovery needs, etc.).
- Maintain appropriate contact with the clients to address any barriers to treatment/program participation, develop individualized service plans and update these plans periodically.
- Track the successful completion of all treatment, monitoring clients as they move into community-based recovery homes or drug free living accommodations, in conjunction with the Department of Adult Probation.
- Maintain regular contact with probation officers between status review dates to provide pertinent information about the client's treatment progress/status and to coordinate services.
- Notify Adult Probation Department immediately of any significant change in client status, participation, or location.

- Participate in the Drug Treatment Court call, provide progress reports, updated clinical and program compliance information on clients to the court and the Adult Probation Department on treatment and recovery issues.
- Attend trainings, seminars, workshops and national conferences on drug assessments and treatment, as required. Participate in the program evaluations.
- Inform the client and/or his/her family of any expectations, needs, or requirements of the recommended facility (i.e. necessary medication, personal toiletries, copies of personal identification cards and medical/insurance cards, etc.) in order to prepare for the scheduled treatment admission. The staff shall contact the identified treatment facility and make all necessary and appropriate arrangements for treatment entry.
- **ASSESSMENT:** A comprehensive psych-social assessment, conducted per the Department of Alcoholism and Substance Abuse (DASA) licensure regulations that verifies the presence of substance abuse or addiction and provides an understanding of the offender's rehabilitation needs, which guides all subsequent service delivery and case management activities. The assessment process is designed to meet the following objectives.
 - Provide a diagnostic impression of substance abuse and/or dependence as defined in the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV);
 - Yield a treatment level of care based on the American Society of Addiction Medicine Patient Placement Criteria (ASAM-PPC);
 - Determine acceptability and serviceability for the Drug Court Program; and
 - Identify and prioritize initial support/wrap-around service needs.
- **PLACEMENT:** Placement activities initiate the client's recovery and rehabilitation by placing clients in the most appropriate and available treatment resource in a timely manner. Treatment under ASAM PPC-2R and other support/wrap around needs. The Provider's staff shall help identify and attend to any issues that need to be addressed prior to treatment entry (i.e. medical or psychiatric stabilization, detoxification, housing, childcare, transportation). Matching the client to a service provider is done after the appropriate level of care is established and consideration is given to:
 - Funding of designated treatment slots via Cook County Adult Probation contracts;
 - Location and proximity of service provider; In all instances, clients shall be given a choice of provider
 - Client's transportation abilities/needs;

- Job/education schedule/status;
 - Gender
 - Race
 - Ethnicity
 - Psychiatric needs;
 - Child care;
 - Medical needs;
 - Client preference; and
 - Special Needs
-
- REFERRALS: All referrals for treatment shall be made only to organizations licensed by DASA, to those individuals or organizations that are specifically exempted for licensure by DASA, or to similarly licensed and regulated organization in other states, with only agencies funded by Cook County to specifically serve Drug Court clients. The Provider shall then forward a treatment package to the treatment facility, which provides the treatment provider with needed clinical information regarding the client consents, which permit communication about the client, thus expediting placement. All scheduled treatment appointments are verified with two-workdays of the scheduled appointment. The treatment facility staff is directed to complete the Response to Referral form (RRI) indicating the client's placement and to forward it to the Provider and Cook County Adult Probation.

 - RAP Team Meetings/Court Hearings; The role of the Provider in court shall be to participate in the initial RAP team staffing to provide a summary of the assessment including information on the individual's addiction, likelihood for rehabilitation, recommended treatment interventions and support wrap-around service needs.

 - Ongoing Client Monitoring contacts. The Provider's staff shall maintain periodic contact, as appropriate, with the client to review overall clinical progress, compliance with treatment and/or Drug Court expectations, verify attendance and participation in treatment and wrap-around/support services, verify contact and collateral information, facilitate additional referrals to treatment and/or wrap-around/support services, etc.

 - Clinical conferences with treatment staff: The Provider's staff shall maintain contact with treatment and/or other service providers, as appropriate, to discuss client's status, obtain progress reports, verify treatment intake, attendance and compliance, discharge planning, service planning, and service referral and linkage.

- **Status Notification to Probation:** The Provider's staff shall maintain contact with the assigned Probation Officer, as appropriate, to notify Probation regarding any change in the client's status, such as a client's discharge from treatment, non-compliance issues, transfer to a different treatment provider or modality, etc. this contact also includes verifying the client's compliance status or change in service recommendations from Probation.
- **REPORTING:** The Provider shall utilize client reporting in accordance with Adult Probation Department procedures and reporting protocols for providing service information to the County. Time frames for all forms of reporting include reports to the court on individual assessment findings and client progress will be based upon number of client referrals and assessments per year.
 - The Provider shall provide the Cook county Adult Probation Department with written client progress reports during or prior to each scheduled status review court dates. In order to assist the probation department with treatment utilization monitoring across the network of treatment providers, the Provider shall provide a written Treatment Placement Report by the 15th of each month.
 - This report shall include the following information about each treatment placement during the previous month: The probationer's name, the case number, the name of the treatment agency and facility location, the level of treatment, and treatment modality.
 - The Provider shall provide a written report outlining the number of assessments that were conducted during the previous month: the date of services, the probationer's name and case number. This report shall be included with the Treatment Placement Report, by the 15th of each month.
 - The monthly invoices shall be submitted to Dolores E. Sims, Director of Finance, Adult Probation Department, 69 W. Washington, Suite 1940, Chicago, Illinois, 60602.

II. Proposed Plan of Action/Program Plan (Section 7.2.3)

TASC has conducted assessment services for the RAP Court program for many years, and is familiar with County Probation requirements and service goals. This section presents a program plan that is based on current Standard Operating Procedures (a copy of which is attached at the end of this narrative section), and is responsive to RFP Scope of Work requirements as presented in RFP Section 2.3.1 (pages 3–6).

Provider Network Treatment Slots. A critical component of TASC's State and County-wide service provision is the establishment of strong service networks encompassing the primary and behavioral healthcare treatment systems, alongside other necessary social service providers. TASC has a pivotal role in linking institutional care to community care, and this process is built on a solid, community-based network of culturally relevant service providers who are ready to receive TASC clients through established referral agreements. From this experience, TASC has developed strong relationships with DASA and DMH service providers throughout the state of Illinois. Within the Cook County RAP Drug Court, TASC has staff who are well-suited to make referrals to established treatment slots for clients engaged in court programming. All referrals are based on comprehensive assessments where both DSM-IV and ASAM levels of care are used for determining individual client treatment needs. Ms. Neshia Johnson has ten (10) years of experience with the Cook County RAP Drug Court program. In her role as dedicated Supervisor to this program, Ms. Johnson is known and respected by all external partners who collaborate on this effort, including Adult Probation, Sheriffs, Judge(s), Public Defender, Assistant State's Attorney. Ms. Johnson is likewise a known and respected professional in the treatment provider network throughout Cook County and the surrounding suburbs, which will continue to accept Court program referrals from her, and deliver appropriate services to those clients.

Drug Court Team Meetings. The TASC RAP Court team (Supervisor and Case Managers) will prepare detailed findings letters informed by participant assessment outcomes. These findings letters will be presented to the court team which is comprised of the Judge, Assistant State's Attorney, Public Defender, Adult Probation Officer, and TASC at court meetings. The findings letters, which will be completed and presented to the court team within one (1) week of initial court appearances, will update the team of clients' needs, strengths, rehabilitation factors, and professional recommendations for required levels of care.

Expedited Client Treatment Intake. The TASC team assigned to the Drug Court will ensure that referrals to substance abuse treatment are a priority for clients who enter the court program, and will utilize the established, dedicated and county-contracted RAP Court providers as well as DASA-funded agencies as needed. For clients who need jail-based treatment, referrals will be made on the same day as their mandates; for clients needing community treatment, referrals will be made within 2 days (or following their release, if incarcerated).

Each client referral will have a referral document (issued by Adult Probation; see sample form at end of this narrative section) comprising client demographic and diagnostic information, court information, and contact information for both Adult Probation and TASC. All of this information is central to successful referrals as treatment providers can continuously communicate with TASC and share updates on clients' progress while in treatment. TASC staff will fully inform clients of all referral procedures, explain the roles, goals and expectations of treatment and the RAP Court program, and will provide clients with all the information they will need to bring

with them to initial treatment provider intake appointments. TASC staff will contact substance abuse treatment providers on clients' scheduled intake dates and confirm that the clients showed up for their appointments and were successfully admitted into treatment. If clients do not show up for the scheduled intake appointments, TASC staff will accompany clients who are in need of assistance in getting to their treatment appointments as needed. On a regular basis, all releasees from the Cook County Jail will be picked up and those clients will be provided with assistance in getting to TASC. TASC staff will also follow up with clients until their intakes have been successfully completed, and findings will be reported to the Drug Court team in a timely manner.

Additionally, TASC will inform clients and/or their families if the proper consents have been signed, of any/all program and system expectations, and of recommended treatment facilities' requirements (e.g., necessary medications, personal toiletries, copies of personal identification cards and medical/insurance cards). TASC staff will also contact the identified treatment facilities and make all necessary and appropriate arrangements for treatment entry. Years of experience have shown that these practices best prepare clients for their scheduled treatment admissions and help them feel at ease when entering treatment, which serves to foster ongoing engagement in programming.

Client Monitoring and Engagement. TASC staff will conduct regular clinical conferences with all substance abuse treatment staff who are working with RAP Court program clients. These conferences may occur either via teleconference, in court, in office-based appointments, or on site at the designated providers' facilities. The focus of these clinical team discussions will include gathering and sharing information regarding clients' activities while in treatment such as attendance, group participation, family involvement, toxicology results, individual strengths, progress, and other presenting treatment and recovery support needs. This level of ongoing communication will be crucial for clients' success in the Drug Court program, and TASC will communicate all clinical conference findings to the court team to make sure that Adult Probation and Court requirements are fully complied with.

Throughout RAP Court programming, TASC staff will also remain in close contact with all clients to ensure that any potential barriers that might affect clients' successful completion of substance abuse treatment are immediately addressed. Staff will work closely with the substance abuse treatment providers to implement any changes required in treatment and recovery support activities. Individualized service plans will be developed for each client enrolled in the Drug Court program, and these plans will be updated on a regular basis as needed. All plan findings and/or changes will be shared with the clients and the court team.

TASC will monitor clients' activities the entire time they are enrolled in substance abuse treatment, including daily activities, successful termination of treatment, and any other referrals to community based recovery homes and/or other living accommodations. All findings will be shared with the RAP team for the duration of the clients' probationary periods. Clinical staff shall also maintain periodic contact, as appropriate, with clients to review their overall clinical progress, and compliance with treatment and/or Drug Court expectations. Ongoing monitoring with RAP clients will also help verify attendance and participation in treatment and wraparound/support services, verify contact and collateral information, and/or facilitate additional referrals to necessary services in the clients' communities.

Adult Probation Partnership. TASC will be in constant contact with adult probation officers assigned to the RAP Court. It will be TASC's responsibility to provide Probation with any and all updates pertinent to clients' activities in treatment throughout the duration of the clients' probation periods. If any significant changes occur in clients' status, substance abuse treatment provider locations, and/or living arrangements, TASC will notify Probation immediately. This will help make sure that all Court partners are operating with the same information and that this information is up to date.

RAP Court Team Activities. TASC staff will always be present at each specified court date. At these times, TASC staff will present client finding and progress reports, and will share with the team any updates related to clients enrolled in the RAP Court. Treatment and recovery support services will be the primary focus of all clinical updates.

TASC staff has been attending the local and National Drug Court conferences for over 10 years, and will continue to throughout the agency's involvement in Cook County Drug Court programming. There will be an expectation that the Drug Court Supervisor will attend the annual Drug Court conference(s) with the designated RAP Court team. TASC will also provide ongoing clinical training(s) to all staff. These trainings are developed from current trends identified in substance abuse treatment and service delivery, best/evidenced-based practices in the field, including medicated-assisted treatment, and health care reform impacts. At present, these trainings are offered to all TASC staff at local TASC office locations, as the agency is committed to providing continuous training for staff growth and improved quality of care for agency clients.

A key function of TASC's role in the Drug Court Assessment program will be participation in initial RAP team staffings, where TASC will provide findings letters which summarize the assessments conducted including information on each client's addiction, likelihood for rehabilitation, recommended treatment interventions and supportive wraparound service needs. These meetings/hearings are currently held on all new clients entering the RAP Court and on all active clients enrolled in the program on a regular basis as the Judge sees fit (i.e. every 4-6 weeks or so).

Assessment Services Process. TASC will complete comprehensive psychosocial assessments, conducted per Division of Alcoholism and Substance Abuse (DASA) licensure regulations. Assessment services are conducted to identify severity of substance use disorders, treatment need, risk level, and the nexus between substance use issues and their criminal justice involvement. TASC's comprehensive assessment is designed to meet both the needs of the criminal justice system and the treatment system. This assessment results in a DSM IV diagnostic impression and an American Society of Addiction Medicine (ASAM) level of care recommendation. TASC staff use this information to provide recommendations to the court regarding sentencing, and to develop service plans addressing treatment and recovery support needs. The Level of Care Determination for Substance Abuse Treatment is based on assessment results, using ASAM dimensions and Patient Placement Criteria 2nd Edition, Revised (ASAM PPC2R). TASC's assessment process also incorporates a brief screen to detect current emergency mental health issues and mental status concerns that need to be addressed prior to completing the assessment and/or prior to the individual entering treatment. The screen also asks about any history of mental health treatment during the past three years, and any medications needed at this time.

Assessments are conducted within approximately 7 days after referrals are received from the RAP Court team. Assessments on all RAP clients are completed for incarcerated individuals at a 98% rate and in the community at a 2% rate. The assessments must be completed within 10 days of referral to the RAP Court program. After completion of the assessments, findings letters are generated and submitted to all Drug Court team members (Judge, Assistant State's Attorney, Public Defender, Probation). Each client is fully informed by TASC of the findings, and recommendations that will be presented to the court. TASC staff also informs clients of final court decisions and all RAP Court expectations.

Treatment Referrals and Placement Services. TASC has 35 years of experience with the Illinois DASA substance abuse treatment provider network. Network providers are familiar with TASC's work, its staff, its assessments, and its clinical recommendations. These long-standing relationships assist the agency in making quality and timely treatment referrals for all clients that TASC serves. Ms. Nesha Johnson, Supervisor of TASC's RAP services, has been a consistent liaison between TASC and the substance abuse treatment community, and is well respected by all of her colleagues in the field.

Placement activities are crucial to the success of this service model and clients' own personal successes in recovery. TASC will initiate the clients' recovery and rehabilitation by placing each individual man and woman in the most appropriate and available treatment resources in a timely manner. TASC staff will help clients identify and attend to any issues that need to be addressed prior to treatment entry (i.e. medical or psychiatric stabilization, detoxification, housing, childcare, transportation). Matching clients to service providers will be done after the appropriate levels of care are established and consideration is given to: Funding of designated treatment slots via Cook County Adult Probation contracts; Location and proximity of service provider (TASC always tries to give clients a choice of three substance abuse treatment providers); Client demographics (gender, race/ethnicity, age, etc.); and Clients' individual schedule and/or status needs, including transportation, job/education, child care, psychiatric and medical.

All referrals for treatment will be made only to organizations licensed by DASA, to those individuals or organizations that are specifically exempted for licensure by DASA, or to similarly licensed and regulated organization in other states, with only agencies funded by Cook County to specifically serve Drug Court clients. TASC will then forward treatment packages to treatment facilities which gives them needed clinical information regarding the clients and consents which permit communication about the clients, thus expediting placement. All scheduled treatment appointments will be verified within two workdays of the scheduled appointments. Treatment facility staff will be directed to complete Response to Referral (RRI) forms indicating clients' placements and then forward them to TASC and Cook County Adult Probation.

TASC staff shall maintain contact with treatment and/or other service providers as appropriate, to discuss clients' status, obtain progress reports, verify treatment intakes, attendance and compliance, engage in discharge planning and service planning, and make further service referrals and linkages. This ongoing communication will be crucial to client success. TASC staff will also maintain regular contact with assigned probation officers as appropriate, to notify Probation of any changes in clients' status, such as their discharges from treatment, non-compliance issues, transfers to different treatment providers or modalities, etc. This contact will

also include verifying the clients' compliance status or changes in service recommendations made by Probation.

Program Reporting. TASC will utilize the same client reporting structure it has used for over 8 years which is in accordance with Adult Probation Department procedures and reporting protocols for providing service information to the County. Timeframes for all forms of reporting will include reports to the court on individual assessment findings and overall program clients' progress based upon number of client referrals and assessments made per year.

TASC will continue to provide the Cook County Adult Probation Department with written client progress reports during or prior to scheduled status review court dates. In order to assist the Department with treatment utilization monitoring across the network of treatment providers, TASC will provide written Treatment Placement Reports by the 15th of each month. These reports are generated and submitted by the TASC Supervisor and includes the following information about each treatment placement during the previous month: probationers' names, case numbers, names of treatment agencies and locations, levels of treatment, and treatment modalities. Written reports outlining the number of assessments that TASC conducted during the previous month will also be submitted with the Treatment Placement Reports, including dates of services, and probationers' names and case numbers.

TASC RAP Court Assessment Staff and Schedule. Three key personnel will be dedicated to the Drug Court program full time. Ms. Nisha Johnson, Supervisor, Mr. Ronald Jones, Case Manager, and Ms. Ziria Griffin, Case Manager will conduct clinical assessments for Court participants in a timely manner, determine clinically appropriate levels of care for all substance abuse treatment placements, and provide ongoing support to clients as needed throughout their participation in the RAP Court program. At present these staff operate within standard TASC work schedules from 8:30 a.m. through 5:00 p.m. The Supervisor and Case Managers, who are co-located between the Court and TASC facilities, work on site at the Court Monday through Friday, beginning with 9:00 a.m. staffings and until all court calls which follow those staffings end. Additional biographical information and staff responsibilities are detailed in *Part IV: Key Personnel (Section 7.2.5)* of this proposal.

**Drug Court RAP Program
Standard Operating Procedures**

Item #	Topic	Activity	Primary Staff	Others Involved	Form or Document	Within What Timeframe	How Activity is Documented	Purpose/Goal of Activity
1	Intake	Referral is received from the State's Attorney's Office. Identify client.	Case Manager	Supervisor	Referral Form	Upon receipt of referral	ECR Case Notes	To initiate services.
2	Intake		Case Manager		Jail I.D.	Within 7 days of receipt of the referral.	Court Log Book	To keep adequate record of all referrals and the dates of receipt.
3	Assessment	Conduct the client orientation to services.	Case Manager		Program Brochure Notice to Clients Brochure Client Orientation Checklist Consent Forms	Immediately prior to the beginning of the assessment interview.	ECR Case Notes	To provide the client with information regarding his rights and responsibilities and secure the client's informed consent for services and authorization for the release of protected client information.
4	Assessment	Conduct the assessment interview.	Case Manager		Adult Intake Assessment	Within 7 days of receipt of the referral.	ECR Case Notes	To identify the client's unique needs, document the assessment outcome and determine the preliminary service recommendations for the client.
5	Assessment	Respond to incomplete assessments that are the result of client no-shows, crisis issues or other issues of non-compliance.	Case Manager		Refusal of Services Form Letter to Referral Source	Telephone call to client within a 1 day. Tender letter to Court at the next scheduled Court date.	ECR Case Notes	To keep the referral source informed of the client's status and to allow for the re-scheduling of the assessment appointment, as appropriate.

Item #	Chapter	Activity	Primary Staff	Others Involved	Form or Documentation	Within What Timeframe	How Activity is Documented	Purpose/Goal of Activity
6	Assessment	Contact the client's collateral source to conduct a collateral interview.	Case Manager		Collateral Contact Form	Within 10 days of the assessment interview.	ECR Case Notes	To confirm information provided by the client during the assessment interview.
7	Assessment	Complete the Client Summary form to provide an overview of the client's needs and outcome status.	Case Manager		Client Summary Form	Within 10 days of the assessment interview.	ECR Case Notes	To provide a written summary of the client's unique needs and preliminary service recommendations.
8	Assessment	Prepare the Findings Letter for the Court and contact the referral source to report the assessment outcome.	Case Manager	Supervisor	Findings Letter	Prior to the next scheduled Court date.	ECR Case Notes	To inform the referral source of the outcome of the assessment interview and any preliminary service recommendations for the client.
9	Placement	Identify the appropriate Drug Court dedicated substance abuse treatment provider and refer the client for an intake appointment.	Case Manager		Referral Form	Prior to the next scheduled Court date.	ECR Case Notes	To identify and refer the client to the appropriate treatment resource to meet his needs.
10	Placement	Contact the treatment provider to determine if the client was admitted for services.	Case Manager		Response to Referral Form	Within 2 days of the client's scheduled intake appointment.	ECR Case Notes	To ensure that the client has been admitted for services at the treatment program to which he was referred.
10	Monitoring	Contact the treatment provider to ascertain the client's progress in the treatment program.	Case Manager		Progress Report	Prior to the next scheduled Court date.	ECR Case Notes	To monitor the client's progress in the treatment program and identify any non-compliance issues.

Item #	Topic	Activity	Primary Staff	Others Involved	Form or Document	Within What Timeframe	How Activity is Documented	Purpose/Goal of Activity
11	Termination	<p>Terminate the client's case based upon the termination criteria set forth for the program and the decision of the Court.</p> <p>Prepare Termination Summary and Termination Letter for distribution to the client and the referral source.</p>	Case Manager	Supervisor	<p>Termination Summary</p> <p>Termination Letter</p>	Prior to the next scheduled Court date.	ECR Case Notes	To provide a summary of the services provided to the client, his progress in the Drug Court RAP Program and the reason for his termination.
12	Termination	Terminate the client's case in the ECR system.	Case Manager		None	Within 10 days of the client's termination from the program.	ECR Case Notes	To document the end of the client's service episode at TASC.

EXHIBIT 2

Schedule of Compensation

**BEST AND FINAL OFFER COST PROPOSAL FOR RFP # 11-84-016P
Rate of Payment**

ITEM NO	POSITION TITLE	UNIT OF MEASURE	QTY	PRICE PER MONTH	TOTAL PRICE (Based on 3-year Agreement)
1	Supervisor	MONTH	36	\$5,627.60	\$202,593.60
2	Case Manager	MONTH	36	\$4,220.70	\$151,945.20
3	Case Manager	MONTH	36	\$4,220.70	\$151,945.20
GRAND TOTAL					\$506,484.00

CONTRACT PERIOD: JANUARY 1, 2012 THRU DECEMBER 31, 2015

2. Renewal Options

The County desires an option to renew the Contract that may result from this RFP. The County reserves the right to renew the Contract based on continuing need and favorable market conditions, when in the best interest of the County. As a term of proposing in this RFP, please indicate renewal offer(s).

EXHIBIT 3

Evidence of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

POLICY ID: NY TASCINC

DATE (MM/DD/YY)
05/26/11

PRODUCER

Not Profit Risk Services, Inc.
14504 John Humphrey Drive
Wood Park IL 60462
Phone: 708-349-1460 Fax: 708-349-1760

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

T.A.S.C., INC.
TREATMENT ALTERNATIVES FOR
SPECIAL CLIENTS INC.
ATTN: MR. ROY FESMIRE
1500 N. HALSTED
CHICAGO IL 60622

INSURER A: First Nonprofit Companies
INSURER B: First Nonprofit Companies
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TMP1218520-09	06/21/11	06/21/12	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EBL 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TAP1207412-11	06/21/11	06/21/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UXL1207516-11	06/21/11	06/21/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCT120285	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	OTHER Professional Liab	TMP1218520-09	06/21/11	06/21/12	Agg Limit \$ 3,000,000
A	Crime Emp Dis/Forg	TMP1218520-09	06/21/11	06/21/12	Blanket \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

County of Cook and the employees of Cook County are named as Additional Insured as their interests may appear. ***GENERAL LIABILITY ONLY***

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

0018002

County of Cook
Office of the Purchasing Agent
118 N. Clark St., Room 1018
Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Robert Golinvaux

EXHIBIT 4

Board Authorization

OFFICE OF THE CHIEF JUDGE
ADULT PROBATION DEPARTMENT

CONTRACT

ITEM #11

APPROVED

Transmitting a Communication, dated September 30, 2011 from

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

requesting authorization for the Purchasing Agent to enter into a contract with Treatment Alternatives for Safe Communities, Inc. (TASC), Chicago, Illinois, for services for the Adult Drug Treatment Court Program in the Criminal Division, Circuit Court of Cook County. TASC will provide clinical assessments for Drug Treatment Court.

Reason: The Adult Probation Department requires clinical professional services to provide probationer clinical assessments and treatment recommendations for the Drug Treatment Court at 2650 South California. TASC will conduct assessments of probationers for eligibility for the Drug Treatment Court on a staggered basis to determine the level of substance abuse treatment needed and appropriate treatment placement. TASC will monitor the participants; individualized treatment plans and also monitor participants as they move into community-based recovery homes. This contract was awarded through a Request for Proposal (RFP) for a three (3) year period.

Estimated Fiscal Impact: \$506,484.00 (FY 2012: \$168,828.00; FY 2013: \$168,828.00; and FY 2014: \$168,828.00). Contract period: December 1, 2011 through November 30, 2014. (532-260 Account).

Sufficient funds are available in the Adult Probation/Probation Service Fee Fund.

CONTRACT ADDENDUM

ITEM #12

APPROVED AS AMENDED

Transmitting a Communication, dated September 16, 2011, from

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

requesting authorization for the Purchasing Agent to increase by ~~\$132,379.00~~ 264,758.00 and extend for ~~two (2)~~ four (4) months, Contract No. 09-73-119 with Accu Lab Medical Testing, Chicago, Illinois, for drug testing services.