

PROFESSIONAL SERVICES AGREEMENT

**CONTRACT NO. 11-84-041
FOSTER CARE PROGRAM
(Specialized License)**

BETWEEN



COOK COUNTY GOVERNMENT

JUVENILE PROBATION & COURT SERVICES

AND

KALEIDOSCOPE, INC.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUN 05 2012

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PROFESSIONAL SERVICES AGREEMENT

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Economic Disclosure Statement
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- 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 Kaleidoscope, 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 _____ day of _____, 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for 11-84-041P for Foster Care Program (Specialized License). 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 Juvenile Probation & Court Services.

"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>Renee Lehocky</u>	<u>Program Director</u>
<u>Cecilie Broch</u>	<u>Supervisor</u>
<u>Chermeeka Meeks</u>	<u>Program Specialist</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 _____, 2012 ("Effective Date") and continue until _____, 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 ____ / _____. Payments under this Agreement must not exceed \$1,048,767.00 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: Cook County Juvenile Probation and Court Services
1100 S. Hamilton
Chicago, Illinois 60612
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: Kaleidoscope, Inc.
1340 S. Damen, Mezzanine
Chicago, IL 60608
Attention: William Binder, Chair

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	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**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.

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

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 Indirect Participation of MBE/WBE Firms

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. 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 that 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.

***Additionally, 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 the Bid Opening date.**

LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

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

Notary Public _____

SEAL

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) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: X No: _____

b) If yes, list business addresses within Cook County:

1340 S. Damen Ave, Chicago, IL 60608
12940 S. Western Ave, Blue Island, IL 60406

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: X No: _____

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

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

 ✓ Applicant has no "Substantial Owner."

OR:

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(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:

N/A

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: KALEIDOSCOPE, INC D/B/A: _____ EIN NO.: 37-0970799

Street Address: 1340 S. DAVEN - MUZZANINE

City: CHICAGO State: IL Zip Code: 60608

Phone No.: 773-278-7200

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
 Business Trust Estate Association Joint Venture
 Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

TOM FINNEGAN

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

Signature

TFINNEGAN@KALIDOCORP4KIDS.ORG

E-mail address

EXECUTIVE DIRECTOR

Title

MARCH 30, 2012

Date

773-278-7200

Phone Number

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

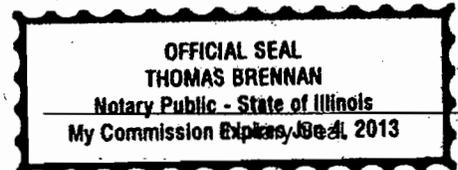
X

Thomas Brennan

Notary Public Signature

My commission expires:

4/4/2013





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
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.

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: Kaleidoscope, INC.

BUSINESS ADDRESS: 1340 S. Damen - Mezzanine
Chicago, IL 60608

BUSINESS TELEPHONE: 773-292-4050 FAX NUMBER: 773-292-4051

CONTACT PERSON: Thomas Finnegan

FEIN: 37-097-0799 *IL CORPORATE FILE NUMBER: 5025-197-7

LIST THE FOLLOWING CORPORATE OFFICERS:

Chairman
~~PRESIDENT:~~ William Binder

Vice Chairman
~~VICE PRESIDENT:~~ Tony Broglio

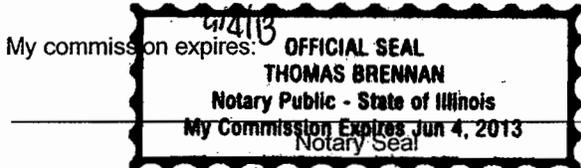
SECRETARY: Tony Broglio TREASURER: Terry Keating

**SIGNATURE OF PRESIDENT: _____

ATTEST: [Signature] _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
2ND day of APRIL, 2012.

X Thomas Brennan
Notary Public Signature



* 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.



RECEIVED
OFFICE OF THE
PURCHASING AGENT
2012 APR -4 PM 2:32
PROCUREMENT

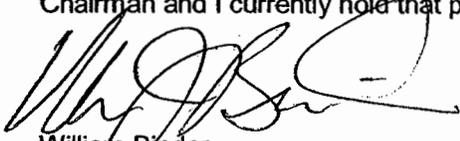
March 30, 2012

Office of the Purchasing Agent
Attention: Purchasing Agent
118 N. Clark, Room 1018
Chicago, IL 60602

Subject: RFP# 11-84-041P Foster Care Program (Specialized Program)

To Whom It May Concern:

Please be advised that Kaleidoscope, Inc. does not have a President. Rather, Kaleidoscope has a Chairman and I currently hold that position.



William Binder
Chairman

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 Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 5th DAY OF June, 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

11-84-041

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 1,048,767.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

[Signature]
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 05 2012

COM _____

EXHIBIT 1

Scope of Services

1. SCOPE OF SERVICES

1.1 Purpose

The purpose of this RFP is to contract for Specialized Licensed Foster Care Program, (hereafter referred to as SLFP) Cook County seeks proposals from qualified vendors to staff and administer the Juvenile Court S LFP. The SLFP provides Specialized 24 hour supervision and quality programming in Department of Children and Family Services (hereafter referred to as DCFS) licensed homes for clients. The supervision will be provided in Eight (8) homes, two (2) male ages 12 and 13 and six (6) females age 12-17, for clients on RUR status for juveniles that the court has authorized released.

1.2 Background Cook County Juvenile Probation and Court Services

To prevent overcrowding and unsafe conditions in the Cook County Juvenile Temporary Detention Center (hereafter referred to as JTDC), alternatives to effectively and efficiently reduce the number of minors held in secure detention exist. In 1995 the Circuit Court of Cook County Juvenile Probation and Court Services Department (hereafter referred to as Department) developed and implemented a continuum of Juvenile Detention Alternative Initiatives (hereafter referred to as JDAI). In September of 2009 the Department introduced one of the programs on the JDAI continuum, the Specialized Licensed Foster Care Program for minors.

1.3 Definitions

“Addendum” shall refer to a document which modifies this Request for Proposals or provides additional information to Proposers.

“Contractor” shall mean an entity which submits a Proposal seeking to be awarded this Contract.

“Board” shall refer to the Board of Commissioners of Cook County, Illinois .

“Client” shall mean any male or female youth, 10-17 years of age who is considered for admission to the Juvenile Temporary Detention Center (hereafter referred to as JTDC) by an officer designated by the Circuit Court of Cook County Juvenile Probation Department (hereafter referred to as non-secure status). A client may also be any 10-17 year old male or female resident of the J.T.D.C. charged in delinquency proceedings, ordered released by judicial order, whose parent, guardian or custodian is unavailable, unwilling or incapable of securing the release of these minors from Detention (hereafter referred to as RUR status). A client also includes all 17 year old minors arrested on for misdemeanor charges and subject to juvenile court jurisdiction after January 1, 2010 pursuant to Public Act 95-1031

“Contract” shall mean this agreement to provide Specialized Licensed Foster Care Program including the Special Conditions, the General Conditions and any attachments or Exhibits hereto, entered into and executed by the County Contractor.

“Court” shall mean The Circuit Court of Cook County a body politic of the State

of Illinois.

“Contractor” shall mean the entity to which the County has awarded a Contract to perform services.

“County” shall mean the County of Cook, a body politic of the State of Illinois.

“Department” shall mean Cook County Juvenile Probation and Court Services of the Circuit Court of Cook County.

“Deliverable” or **“Solution”** shall mean the services which are proposed to be provided to the County in a Proposal.

“Proposal” shall mean the documents submitted by Proposers pursuant to this RFP which constitute a Proposer’s offer to contract with the County.

“Proposer” shall mean the individuals or business entities, if any, submitting a Proposal in response to this RFP.

“Purchasing Agent” shall mean the Purchasing Agent of County of Cook.

“Request for Proposals” or **“RFP”** shall refer to this solicitation of Proposals by the County which may lead to the negotiation and recommendation that the Board authorize a Contract with the successful Proposer.

“Services” shall refer to the procurement of Specialized Licensed Foster Care Program as well as consultation services related to foster care.

“Successful Proposer” shall refer to the Proposer recommended for a Contract by the Proposal Review Committee.

1.4 Scope of Work

1.4.1 Project Overview

The successful proposal will provide for safe quality 24-hour residential care for a minimum of six (6) female clients and two (2) males age 12 and 13. The ages for female clients will range from 10 to 17. The services include, but are not limited to: housing (in a DCFS specialized licensed foster home) and meals for each juvenile, 24-hour supervision in a foster family home model; development and maintenance of a comprehensive individual supervision and service plan for each client; living skills instruction; crisis intervention; recreation; transportation; medical and psychiatric services; referrals to community resources as needed and the development and maintenance of linkages with key agencies that interact with the Juvenile Court.

- All homes will receive the continuous support from a team of (vendors) staffers.
- The successful vendor will establish appropriate linkages to public/private agencies and local community resources to respond to the individual needs of each juvenile.
- Obtain relevant pre-existing information for clients from Circuit Court of Cook County's Juvenile Probation and Court Services Department;
- Provide court testimony relating to client adjustment and identification of available resources;
- Maintain statistics and other relevant data to be used in project evaluation;
- Will establish detailed written policies and procedures.

1.4.2 Vendor Requirements

- The vendor is a Child Welfare Agency licensed through DCFS in accordance with the Illinois Administrative Code (89 Il. Admin. Code 401 (2009)).
- The vendor has eight (8) homes that are licensed by the DCFS as Specialized License Foster Homes in accordance with the Illinois Administrative Code (89 Il. Admin. Code 402 (2009)). The SLFH for the females must be separate from the SLFH for the males and vice versa.
- The vendor has clearly set out in its proposal the structure and process to be used to meet each program component as detailed in this RFP.
- The vendor has clearly demonstrated experience and expertise in matters relating to juvenile court proceedings and quality residential care.
- The vendor has identified sufficient and specific staffing to meet program requirements and has clearly articulated a plan and the ability to recruit and retain staff with sufficient and relevant training and experience which is representative of the populations to be served.
- The vendor has a realistic and cost-effective budget and has proposed a mechanism for compiling and maintaining data on services provided, the specific cost of those services and their effectiveness.
- The vendor has demonstrated a history of financial stability and sound fiscal and management experience.
- The vendor has demonstrated that cultural and ethnic diversity of clients; staff and homes are incorporated in the design and delivery of quality services.
- Vendors must provide a description of the proposed SLFP. This description must address all program components, including a timetable for implementation.

1.4.3 Program Standards and Operational Structure

The vendor's proposed program must meet all standards contained in this section. These standards supplement, and do not replace, requirements for compliance with all applicable laws, regulations and policies regarding provision of services to the Circuit Court and Cook County. The following standards govern the services structures and processes necessary with requirements of this RFP.

A. Standards of Service

The Proposer must employ an overarching philosophy of care that respects the dignity and worth of each child that responds effectively to each child's physical and psychological needs, that embraces diversity and uniqueness, and that operates within the framework of adolescent development. The primary goal is the provision of a safe and caring Specialized License foster home.

While some children may spend a few days in the Specialized Licensed foster home, others may be there several days to several weeks. Therefore, the SLFH is required to provide services that will enhance the individual competency of each minor to lawfully self-manage when reintegrated into the community. The Proposer is also required to develop and implement a reintegration plan for clients when there is no assigned supervising probation officer and when the juvenile is in the SLFH for more than a week. This reintegration plan must incorporate parent/guardian input and must foster positive social networks for each child for the purpose of sustainable lawful behavior.

The Proposer must demonstrate that all programs and services align with best practice in the field of juvenile justice. Most notably the services must be congruent with:

- the Circuit Court's Juvenile Detention Alternative Initiative;
- the Balanced and Restorative Justice philosophy of the Juvenile Court Act;
- the research evidence on reductions in reoffending; and
- the research on adolescent development.

The vendor shall develop and maintain a comprehensive and coordinated individual supervision and service plan for each client. Services provided by the vendor shall be designed to eliminate barriers to services wherever they exist. Diversity of clients, staff and SLFH shall be incorporated in the design and delivery of services. The SLFH shall be accessible to all racial, ethnic and cultural groups.

The successful vendor will cooperate with the Juvenile Probation and Court Services Department's supervision of all activities to monitor compliance with contract terms and program guidelines.

B. Ethical Standards

All Clinical staff must comply with ethical standards for the provision of mental health services as established by the respective professional disciplines and to any additional ethical provisions specific to clinical work promulgated by those professional associations.

C. Confidentiality

All SLFH staff must comply with policies and procedures promulgated by the Juvenile Court regarding the copying or distribution of reports or other documents produced by the SLFH and with applicable legal and ethical requirements concerning confidentiality.

D. Staff Qualifications

The program administrator and child care staff must all minimally meet the requirements of the Illinois Administrative Code's licensing standards for Foster Family Homes (DCFS) Services Rule 402 Licensing of Foster Family homes. All staff must have documented experience in foster family homes licensing requirements. In addition SLFH providers must have a demonstrated ability to interact with court involved youth in a positive and affirming manner.

All staff performing services shall be appropriately qualified and licensed and appropriately supervised in their respective discipline. Staff shall have received relevant education and training and have significant experience with evaluating children and families in a juvenile court setting. LFH will maintain current certification in CPR, First Aid, and crisis prevention and be trained in medication monitoring. Vendor and SLFH candidates must comply with the screening protocols established by the Cook County Board of Commissioners and the Office of the Chief Judge, including but not limited to: submission to urine drug testing as a condition of employment and random urine testing for illegal use of drugs throughout employment with just cause; successfully pass a criminal record check and cause CANTS check to be initiated by the Juvenile Probation and Court Services Department. In addition, all vendors and SLFP providers must have a Bachelor's Degree from an accredited school and shall be under the supervision of a qualified child welfare supervisor and comply with DCFS requirements for background checks.

Vendor and SLFH providers transporting client shall possess a valid driver's license and appropriate automobile insurance if they drive the agency's vehicle for the purpose of transporting clients to and from court and other agency sponsored outings. Copies of driver's license and insurance shall be provided to the Juvenile Probation and Court Services Department.

All such supervisors shall sign off on any evaluation reports, other documentation submitted to the Juvenile Court, and notes and records generated by the employee.

All staff shall have access to and participate in training and continuing education activities to ensure efficient and effective provision of residential and clinical services, to enhance relevant professional development, to maintain awareness of legal developments related to medical/mental health and forensic issues, and to foster cultural sensitivity.

Any vendor staff who provides professional services, but who does not qualify for independent practices in that profession must have a qualified supervisor who is specifically responsible for the performance of that individual.

Clinical staff shall practice in conformity with applicable established practice standards and guidelines for the respective profession, in addition to guidelines established by the vendor.

1.4.4 Service Components

Proposals shall contain a plan to provide the services described in this Section.

A. Licensing and Facility Requirements

The Proposer must have and maintain a Child Welfare License through DCFS in accordance to the Illinois Administrative Code (89 Il. Admin Code 401 (2009)). The Proposer must provide and maintain licensed SLFH for male and female clients diverted from the JTDC by the Circuit Court of Cook County. The SLFH (s) for the females must be separated from the facility(s) for the males and vice versa. There can be no interaction between the two populations. All homes must be licensed by DCFS as a SLFH in conformance with the Illinois Administrative Code (89 Il. Admin. Code 404 (2009)). The SLFH's shall maintain a capacity to place up to (2) male clients ages 10-13 and (6) female clients ages 10-17. No more than two clients shall be placed in the same home. The SLFH must be in accordance with zoning laws/ordinances.

All SLFH(S) must be located within Cook County. All SLFH homes shall be equipped with appropriate smoke and fire detection systems. All SLFH shall have an operating phone, utility service, furnishings, household and other necessary equipment (i.e., beds, kitchen appliances).

The vendor's proposal must include off-site services needed to complete assessments and to accommodate clients to whom the SLFH is not readily accessible (such as client's follow-up medical services). In addition, the vendor's proposal must provide for services as required in the following locations (including but not limited to transportation to and from):

- 1100 S. Hamilton Avenue, Chicago, IL 60612
- 2nd Municipal District, 5600 Old Orchard Road, Skokie, IL 60077;
- 3rd Municipal District, 2121 Euclid, Rolling Meadows, IL 60008;
- 4th Municipal District, 1500 Maybrook Drive, Maywood, IL 60153;
- 5th Municipal District, 10220 South 76th Avenue, Bridgeview, IL 60455;
- 6th Municipal District, 16501 South Kedzie Avenue, Markham, IL 60426.

Proof of all licenses must be submitted with the Proposal and must be maintained throughout the duration of any contract with the County.

B. Staffing Requirements

The vendor is responsible for submitting a detailed staff proposal. The successful vendors will have a staffing plan that complies with licensing standards for staff qualifications. Successful vendors will have a plan that meets the dietary and nutritional needs of developing adolescents. SLFH must have around the clock supervision with Foster parents maintaining a constant awareness of each client's whereabouts at all times during the term in SLFH. Absconders and program violators must be immediately reported to the Juvenile Probation and Court Services Department.

Staffing shall delineate the appropriate number of administrative, clinical and ancillary support staff that is responsive to the referrals from the judiciary and related court agencies.

The Office of the Chief Judge is committed to providing services that are culturally

sensitive to individuals of diverse racial, ethnic, cultural and socioeconomic backgrounds. Vendors are expected to recruit and train staff to be culturally sensitive.

C. Description of Proposed Team

Vendors shall identify each organization included in its team, including any joint venture partners or subcontractors. For each such organization, proposals shall include information regarding location(s) of operation, number of years in business, number of employees, areas of expertise and any other information which will help characterize the team.

D. Intake and Admission Criteria

Clients will be identified and selected for the SLFH by Circuit Court of Cook County Probation Officers. All clients will be reviewed and authorized by the Deputy Chief Probation Officer of the Diversion Services Division or his/her designee to determine that the client meets established admission criteria. All referrals authorized by the Court through the Juvenile Probation and Court Services Department will be on no-decline basis.

The SLFH will admit into the homes only those clients authorized by Probation Officers. Successful vendors shall provide an intake staff to accept and respond to admissions and request for releases within a 24-hour period.

General admission criteria for the SLFP is male 10-13 yrs of age or female clients, 10-17 years of age that have been ordered by the court as "RUR to SLFH program" status. Successful vendors will work with the Juvenile Probation and Court Services Department to streamline and expedite the referral and admission process into the SLFP. Vendors must detail their proposed intake and admission criteria beyond the general admission criteria. The expectation for accepting clients into the SLFH program includes Probation Officers contacting vendor with referral to SLFP. Vendor will review information packet and determine appropriate placement. Vendor will transport minor to SLFH. Vendor, Probation and Foster Parent will determine services. Minors will be accepted on a "no-decline" basis.

In addition, vendors must identify any conditions for admitting youth on psychotropic medications and pregnant female clients.

E. Number of Youth Served

The SLFP must serve a minimum daily population of (8) eight minors designated for SLFP by the Circuit Court of Cook County two (2) males and six (6) females. Minimum of (4) SLFHs to accommodate 8 clients per day will be reserved for exclusive use of the Juvenile Court.

F. Residential Programming

Room and board must be provided to all clients admitted to the SLFH, including nutritional meals at and away from the (i.e. court). Successful vendors shall comply with all food and health requirements of the Illinois Administrative Code to ensure the nutritional needs of the clients are met (89 Il. Admin. Code 404.38 (2009)).

The vendors proposed program must contain:

- A safe and secure environment that includes room and board (meals);
- 24-hour supervision;
- Development and maintenance of a comprehensive individual supervision and service plan for clients;
- Access to client's home school or community educational setting.
- Gender responsive, best practices, quality interventions.
- Basic living skills instruction;
- Recreation plan;
- Transportation to and from court;
- Plan for servicing clients on psychotropic medications;
- Plan for servicing pregnant female clients;
- Medical and psychiatric services;
- Crisis Intervention;
- Referrals to community resources;

Successful vendors will provide linkage agreements from community based organizations willing to provide needed resources for clients

The Vendor must provide services for clients who are on psychotropic medications and meet the agreed upon intake criteria. The SLFP must also provide medical and psychiatric services for each client. The SLFH must monitor each client's current medications and make sure that appropriate treatment and protocols are being followed. The SLFP must ensure that all accepted clients in need of a physical exam be seen by a physician.

G. Emergency and Expedited Placement at SLFP

The successful proposal will have an emergency and expedited placement procedure for clients in need of immediate placement. At any time the Juvenile Probation Department can contact Vendor for placement.

H. Length of Services

SLFP Care Services will be limited to 10 calendar days per client, per court referral, extended based on the authority vested in the Juvenile Probation Department by The Circuit Court of Cook County.

I. Administration

The vendor will be responsible for all administrative areas including:

- human resources (hiring and supervising all SLFP staff and families.
- fiscal/budget
- policies/procedures information management and record keeping

The successful proposal will contain a detailed description of administrative services including the maintenance of clearly articulated policies and procedures that will support SLFP and SLFH operations. The successful proposal also will describe administrative services that demonstrate familiarity with and incorporation of the particular SLFP of collaboration and cooperation between the Juvenile Court SLFP and the Office of the

Chief Judge, the Juvenile Court, the County, and the various agencies involved in Juvenile Court proceedings. The successful proposal will address the distinct needs of SLFP in this juvenile court setting, including implications of confidentiality requirements and service to multiple Juvenile Court locations.

J. Data on Operation and Services

The vendor shall be responsible for compiling and maintaining statistical data required for evaluation of the operation and services. This data will be used for monitoring and evaluating SLFP functions. Proposals shall present a viable plan for the collection and maintenance of that data, including but not limited to intake and admissions, unusual incident reports, court reports, quality assurance reports.

The vendor is required to cooperate with the Office of the Chief Judge in all matters concerning operational evaluation. The vendor must establish mechanisms to compile information as specified by the Office of the Chief Judge regarding the quality of services and administrative operations. SLFP staff shall complete and submit to the Office of the Chief Judge specified data for all appropriate activities.

K. Management Information System

The proposal must describe the vendor's plan for information management. The plan must address communication with the Court, records management, data processing and general office automation.

L. Program Evaluation

The vendor is required to cooperate with the Office of the Chief Judge in all matters concerning program evaluation. The vendor must have in place mechanisms to compile information as specified by the Office of the Chief Judge regarding the quality of programmatic and administrative operations.

The program outcomes will focus on evaluating the timeliness and appropriateness of placement; successful program completion (client returning to court arrest free); the provision of uninterrupted educational services; child's safety, family reunification and the ability of the program to meet special medical, psychiatric and psychological needs of the clients. The vendor will be required to meet with the Office of the Chief Judge, Juvenile Probation and Court Services as necessary to review performance under the contract. The Office of the Chief Judge, Juvenile Probation and Court Services will determine the frequency of performance review in consultation with the SLFP director. It is expected that the frequency of performance reviews will vary throughout the duration of the contract and that reviews will occur more frequently, e.g. at least monthly, in early phases of implementation. The review shall include, but may not be limited to, performance goals, budget, quality improvement, management, communication and cooperation with the Office of the Chief Judge and the County and overall contract compliance. As part of this review process, the Office of the Chief Judge may audit all service delivery documentation and reports required by the Program Standards, billing documentation and such other information the vendor is required to maintain and/or develop as a result of the contract.

All activities and services provided by the vendor shall be documented in a manner that enables determination that services were delivered in accordance with all contractual agreements, applicable statutes, regulations, policies and guidelines. The vendor shall submit quarterly reports detailing activities and service delivery according to a standard reporting format developed in consultation with the Office of the Chief Judge.

M. Volume of Work

The annual workload for the twelve month period ending December 2010 was as follows:

SLFH

Court Referral Admissions	30
Total Admissions	30

The average daily population for 2010 was five females.

N. Program Expansion

The selected Vendor may be required to provide additional services for any future program expansions required by the County, Municipalities or other Unit of Government. The selected Vendor shall extend the terms of the contract with the County to other agencies that require the same or similar services.

SECTION 3. Proposed Plan of Action/Program Plan

Project Overview

Kaleidoscope's Specialized Licensed Foster Care Program (SLFP) will provide safe, quality 24-hour care in a foster care setting for a minimum of six (6) female clients and two (2) male clients. The ages of the female clients will range from 10 to 17 years and for the male clients 10 to 13 years. The services will include, but are not limited to: housing (in a DCFS specialized, licensed foster home) and meals for each client; 24-hour supervision in a foster family home model; development and maintenance of a comprehensive individual supervision and service plan for each client; living skills instruction; crisis intervention; recreation; transportation; medical and psychiatric services; referrals to community resources as needed; and the development and maintenance of linkages with key agencies that interact with the Cook County Juvenile Probation and Court Services.

- Kaleidoscope SLFP parents will receive continuous support from Kaleidoscope SLFP staff.
- Kaleidoscope SLFP staff will establish linkages to public/private agencies and local community resources to respond to the individual needs of each client.
- Circuit Court of Cook County's Juvenile Probation and Court Services Department staff will provide relevant information to Kaleidoscope SLFP staff regarding referred clients.
- Kaleidoscope SLFP staff will provide court testimony related to client adjustment in SLFP and identification of available resources.
- Kaleidoscope SLFP staff will compile and maintain statistical data to effectively evaluate the operations of the SLFP and the efficacy of the services provided to clients.
- Kaleidoscope has an established information management system with policy and procedure guidelines to ensure the confidentiality and safety of all client records.

Vendor Requirements

- Kaleidoscope is a Child Welfare Agency licensed through DCFS in accordance with the Illinois Administrative Code (89 Il. Admin. Code 401 [2009]).
- Kaleidoscope has (8) eight homes that are licensed by DCFS as Specialized Licensed Foster Homes in accordance with the Illinois Administrative Code (89 Il. Admin. Code 402 [2009]). The SLFP homes for the females will be separate from the SLFP homes for the males and vice versa.
- Kaleidoscope has set out in this proposal the structure and process to be used to meet each program component.
- Kaleidoscope has experience and expertise in matters relating to juvenile court proceedings and quality residential care.
- Kaleidoscope has sufficient and specific staffing to meet program requirements and has a plan and the ability to recruit and retain staff with sufficient and relevant training and experience which is representative of the populations to be served.
- Kaleidoscope has a realistic and cost-effective budget and has a mechanism for compiling and maintain data on services provided and the specific cost of those services and their effectiveness.

- Kaleidoscope has a history of financial stability and sound fiscal and management experience.
- Kaleidoscope has demonstrated that cultural and ethnic diversity of clients, staff and homes are incorporated in the design and delivery of quality services.
- Kaleidoscope has included a description of the proposed SLFP. This description will address all program components, including a timetable for implementation.

Program Standards and Operational Structure

A. Standards of Service

To assist in the prevention of overcrowding and unsafe conditions in the Cook County Temporary Detention Center (JTDC), Kaleidoscope proposes a SLFP that will serve six (6) female clients ages 10-17 and two (2) male clients ages 10 to 13 who have involvement with the Circuit Court of Cook County Juvenile Probation Department. These clients require a high level of services and 24 hour supervision. In addition to their involvement with the courts, they may have multiple and/or severe needs (mental health, medical, etc). Kaleidoscope specifically seeks to assist those clients considered most difficult to help. This proposal will meet the need to provide temporary shelter in a Specialized Licensed Foster Care Program model. All of Kaleidoscope's foster homes are Licensed Foster Family Homes by the State of Illinois

Kaleidoscope deems clients appropriate regardless of race, color, religion, sex, sexual orientation, national origin, age, pregnant or parenting, disability, or any other characteristic protected by law. Kaleidoscope has high standards of care and respects the dignity and worth of all clients and has the expertise to respond to individual needs especially in the framework of adolescent development. Kaleidoscope will always augment available services in order to serve any client's needs.

Clients involved with Kaleidoscope's SLFP will be provided services that will work to enhance the individual competency of each minor to lawfully self-manage when reintegrated back into the community. The SLFP team will incorporate the input of the parent/guardian in order to most effectively foster positive social networks for the purpose of sustainable lawful behavior. All SLFP staff and parents will be trained in current practices in the field of juvenile justice. Special attention will be given to:

- Circuit Court's Juvenile Detention Alternative Initiative
- Balanced and Restorative Justice philosophy of the Juvenile Court Act
- Evidence on reductions in reoffending
- Adolescent development

Kaleidoscope currently has 96 licensed foster homes and a determined number of these foster homes (more if needed) will be deemed SLFP homes. The homes will be determined by geographical location, capacity and skill level.

The rate to be paid to the SLFP parents is on a per diem basis. When a client is placed in the SLFP home, they will be paid \$36.00 a day. This payment will be by date/day not the number of hours. For example if a client is in need of placement at 3:00 pm on Tuesday and discharged at 12:00 am the following day on Wednesday they will be paid the two day rate. If a client is placed

at 8:00 am and is discharged at 8:00 pm the same day, the SLFP parent is only paid the one day per diem rate. If a client is not placed in the licensed home the payment to the foster parent is \$12.00 a day. The \$12.00 a day is payment to guarantee that a bed be available 24 hours a day. The foster parent can request that they put their home on *hold* for placement (i.e. vacation, emergency, illness etc). When a home is on *hold* the payment rate of \$12.00 a day will not be paid.

B. Ethical Standards

All SLFP staff are trained and held accountable to the Code of Ethics for Child Welfare Professionals, Published by the Illinois Department of Children and Family Services. Clinical staff will comply with the ethical standards for the provision of mental health services as established by the respective professional disciplines and to any additional ethical provisions specific to clinical work promulgated by those professional associations.

C. Confidentiality

All SLFP staff will be trained regarding confidentiality and will comply with policies and procedures promulgated by the Juvenile Court regarding the copying or distribution or reports or other documents produced by the SLFP and with applicable legal and ethical requirements concerning confidentiality.

D. Staff Qualifications

All SLFP staff and program administrators will meet the requirements of the Illinois Administrative Code's Licensing Standards for Foster Family Homes (DCFS) Services Rule 402 Licensing of Foster Family homes. In addition SLFP staff have experience with foster family homes licensing requirements and with interacting with court involved youth in a positive and affirming manner.

SLFP staff and all parents will be certified in CPR, First Aid, medication monitoring and Crisis Prevention. Currently, the agency has employees who are certified to provide these trainings. Please see attached resumes (Renee Lehocky). All SLFP staff and parents will submit to urine drug testing and successfully pass a criminal record and CANTS check to be initiated by the Juvenile Probation and Court Services Department.

All SLFP staff and parents possess valid driver's license and appropriate automobile insurance. All documentation will be provided to Juvenile Probation and Court Services Department.

All Direct Care Staff employed at Kaleidoscope and assigned to the SLFP are required to hold an Illinois Direct Child Care Welfare License and required to renew the license every four years. This License is issued by the State of Illinois and involves extensive training and ability to pass a licensing exam. At renewal one must complete 40 clock hours of DCFS approved child welfare continuing education training every four years from the initial issuance date of the license or its renewal date. In addition, all staff assigned will be trained on the Juvenile Detention Alternative Initiative, The Balanced and Restorative Justice Philosophy of the Juvenile Court Act, research on reoffending and adolescent development.

Service Components

A. Licensing and Facility Requirements

Kaleidoscope is licensed by the State of Illinois and complies with Administrative Code's Licensing Standards for Child Welfare Agencies (Illinois Administrative Code 401). See attached license. All Foster Homes will be licensed and maintain an Illinois Foster Family Home License for Illinois Administrative Code's Licensing Standards for Child Welfare Agencies (Illinois Administrative Code 402). All Foster Parents will meet the Licensing Standards for Foster Family Homes (Illinois Administrative Code 402).

General Requirements of Licensed Foster Homes

- The foster home shall be clean, well ventilated, free from observable hazards, properly lighted and heated, and free of fire hazards.
- The foster home may not use or have on the premises on or after July 1, 2000, any unsafe children's product as described in the Children's Product Safety Act and 89 Ill. Adm. Code 386 (Children's Product Safety).
- The water supply of the foster family home shall comply with the requirements of the local and state health departments. If the foster family home accepts children under age ten or who are developmentally disabled, the maximum hot water temperature from all showers and bathtubs shall be no more than 115° Fahrenheit. If well water is used, a copy of the Inspection Report and Compliance with Regulations shall be on file with the supervising agency.
- Portable space heaters may be used as a supplementary source of heat if they meet safety approval standards and are used in accordance with local and State building and fire codes. Portable space heaters may not be used in rooms where children are sleeping. Portable and fixed space heaters in areas occupied by children shall be separated by fire resistant partitions or barriers to prevent contact with the heater.
- Dangerous household supplies and dangerous tools shall be kept in a safe place inaccessible to children under 12 years of age. These items shall remain inaccessible to children during disposal.
- When not being dispensed or immediately accessible due to medical necessity, prescription and nonprescription drugs shall be kept in places that are not readily accessible to children under 12 years of age. Expired or unused medications, syringes, medical waste, or medication shall remain inaccessible to children during disposal.
- The foster home shall comply with all requirements of the State laws and municipal codes for household pets. Certificates of inoculation for rabies shall be available for inspection.
- The foster home shall have an operating telephone on the premises unless the supervising agency has approved a written plan detailing the immediate and unrestricted access to such an instrument.
- The foster home shall have fire and emergency evacuation plans that are to be discussed and rehearsed quarterly with the children.
- The foster home shall be equipped with a minimum of one approved smoke detector in operating condition on every floor level, including basements and occupied attics, in accordance with Section 3 of the Smoke Detector Act [425 ILCS 60/3].

- Adequate closet and dresser space comparable to that provided to the other children of the household shall be provided for each foster child to accommodate personal belongings.
- Foster parents shall respect children's rights to privacy while sleeping, bathing, toileting, and dressing.

Kaleidoscope is located at 1340 South Damen in Chicago, several blocks from Cook County Juvenile Court. Kaleidoscope Specialized Licensed Foster Care Program staff will be responsible for transport to and from the foster family homes. Kaleidoscope SLFP staff and parents will be responsible for transport to a client's education program while placed.

B. Staffing Requirements

For clients requiring 24 hour supervision, Kaleidoscope's SLFP parents and staff will provide constant supervision of each client during the SLFP placement. Once a curfew time has been granted by the courts or probation staff, curfew times will be strictly enforced by foster parents and staff. Program violations will be reported immediately to the Juvenile Probation and Court Services Department.

The proposal requires a full time program supervisor, a full time program specialist, part time position for the program director, and part time role for a program recruitment and licensing specialist. Kaleidoscope will recruit diverse and culturally sensitive foster parents and staff.

The proposal also has a number of auxiliary staff that includes Administrative, Clinical, Register Nurse and a Licensing Specialist who will be available to assist with the program as needed.

C. Description of Proposed Team

Kaleidoscope has included the names, resumes and number of years of experience for key personnel of the proposed team.

<u>Name/Title</u>	<u>Qualifications</u>	<u>Years of Experience</u>
Renee Lehocky, Dir. of Transitional Services.....	MSW, LCSW.....	22
Cecilie Broch, KARE Program Coordinator.....	MSW, LCSW.....	10
Chermeeeka Meeks, KARE Worker.....	MA.....	4
TBD, Recruitment/Licensing Specialist		

D. Intake and Admission Criteria

Clients will be identified and selected for the SLFP by Circuit Court of Cook County Probation Officers. All clients will be reviewed and authorized by the Deputy Chief Probation Officer of the Diversion Services Division to determine that the client meets established admission criteria. All referrals authorized by the Court through the Juvenile Probation and Court Services Department will be accepted on a no decline basis and must meet the criteria set forth in the Request for Proposal. Kaleidoscope reserves the right to request additional information and assess if the need of the client can be safely met in a community setting.

Only clients authorized by their Probation Officers will be admitted to the SLFP. Kaleidoscope will assign an intake staff to accept and respond to admissions and request for releases within a 24 hour period. Admission criteria for the SLFP are females 10 to 17 years of age and males 10 to 13 years of age that have been ordered by the courts as "RUR to SLFP" status. Kaleidoscope

will provide Juvenile Probation Staff with the desired intake criteria and guidelines for admission. Clients who are prescribed psychotropic medication or who are pregnant will require additional information, upon referral.

Below is a flow of basic expectations for intake:

- Kaleidoscope SLFP staff will have contact with Juvenile Probation Staff regarding the referral for admission and discuss details of the case being referred
- Kaleidoscope SLFP staff will review the admission packet to include time frame and make a determination of time for placement
- Kaleidoscope SLFP staff will make arrangements for pick up of the client
- Kaleidoscope SLFP staff will transport client to the SLFP home
- Kaleidoscope SLFP staff and parent will review rules set forth by Juvenile Probation Staff and required services while placed in the SLFP home

E. Number of Clients Served

Kaleidoscope's SLFP will service a minimum population of eight (8) minors designated for SFLP by the Circuit Court of Cook County, two (2) male and six (6) female clients. A minimum of eight (8) SLFP homes will be reserved to accommodate eight (8) clients per day for exclusive use by the Juvenile Probation and Court Services Department.

F. Residential Programming

All clients admitted to the SLFP will be provided room and board. Kaleidoscope will comply with all food and health requirement of the Illinois Administrative Code to ensure that nutritional needs of the clients are met (89 Il. Admin. Code 404.38(2009)).

- The SLFP home shall provide at least three balanced meals per day in quantities sufficient to meet the recommended dietary allowances for nutritional needs of children. The time span between meals shall not be greater than 14 hours (overnight). Food products from home-raised animals shall meet the standards of the Departments of Agriculture and Public Health. When a physician has prescribed a special diet for a child, the home shall provide the special diet. The SLFP home shall consider the child's nutritional needs in relationship to the sex, age, religious beliefs and cultural background of the child. Meals served to children shall be substantially the same as those served other family members unless a variation based on medical needs or religious beliefs is required. Meals shall be served in an unhurried manner, under clean and sanitary conditions. Children may be allowed to assist in meal preparation under adult supervision.
- SLFP parents will be responsible for providing supervision for all clients placed in their homes. For clients requiring 24 hour supervision, SLFP parents will know the whereabouts for all clients placed in their home 24 hours a day. Once clients are granted curfew by probation, curfew times will be strictly enforced by SLFP parents. Violators will be immediately reported to Juvenile Probation and Court Services Department.
- Kaleidoscope SLFP staff and parents, with collaboration from Juvenile Probation, and will be responsible for development and implementation of youth participation agreements, outlining required services while in SLFP.

- Clients already enrolled in school will be provided transportation to and from their home school. For clients not enrolled, with collaboration with probation staff and parent/guardian, clients will be enrolled in a community educational setting.
- Kaleidoscope SLFP staff and parents will implement gender responsiveness and quality interventions to ensure best practice for each client.
- Kaleidoscope SLFP staff and parents will be responsible for basic living skills instruction and recreational planning.
- Kaleidoscope SLFP staff and parents will provide client with transportation to and from court.
- Kaleidoscope has a registered nurse who will be available to assist SLFP parents with medication management and monitoring for psychotropic medications.
- Kaleidoscope will require additional information for clients who are pregnant, including but not limited to where they are receiving pre-natal care, upcoming appointments and signed consents to speak with their physician.
- Kaleidoscope will secure a psychiatrist in the community to provide psychiatric services as needed.
- Kaleidoscope will secure a physician to provide a physical evaluation or medical appointments as needed.
- Kaleidoscope has a 24 hour crisis intervention line for all foster parents. Foster parents can call at any time to seek emergency assistance for any crisis.
- Kaleidoscope will determine what services are available in any community by using the Statewide Database developed by DCFS. SLFP parents will assist staff in securing any needed resources in the community.
- All SLFP staff and parents will be trained and comply with the discipline and behavior management standards cited in Discipline and Behavior Management in Child Care Facilities (Illinois Administrative Code 384).

G. Emergency and Expedited Placement at Specialized Licensed Foster Placements

Kaleidoscope will have an emergency and expedited placement procedure for clients in need of immediate placement. At any time Juvenile Probation Department can contact our staff to discuss referral for emergency and expedited placement.

H. Length of Services

Kaleidoscope's SLFP is an extension of the Juvenile Detention Alternative Initiatives, providing temporary placement for youth involved with the Juvenile Probation and Court Services Department. SLFP services will be limited to 10 calendar days per client, per court referral, extended based on the authority vested in the Juvenile Probation Department by the Circuit Court of Cook County. Upon referral to the SLFP, staff will communicate with the assigned probation officer regarding an appropriate discharge plan for the youth. Kaleidoscope has provided a "pilot" SLFP which began in April 2010. Since beginning, the average length of stay with the program has been 34 days.

I. Administration

Kaleidoscope will be responsible for all administration of the program. This includes human resources, fiscal management, policy and procedures, information and record keeping.

J. Data on Operation and Services

Through internal data collection and quality improvement processes, Kaleidoscope will compile and maintain statistical data to effectively evaluate the operations of the Juvenile Court Shelter Care Facilities and the efficacy of services provided to clients. Data collected will include demographic, census, admission, discharge, unusual incident, and service information, as well as information on expected program outcomes. Program outcomes will focus on evaluating the timeliness and appropriateness of placement; successful program completion (client returning to court arrest free); the provision of uninterrupted educational services; and the ability of the program to meet the special medical, psychiatric and psychological needs of the clients.

Data will be collected and analyzed by the agency's Quality Improvement consultants in compliance with established confidentiality protocols and reported to the program and administrative staff for use in determining programmatic needs.

Kaleidoscope will cooperate fully with the Office of the Chief Judge in all matters concerning operational evaluation. In addition to data collection determined necessary for successful program operations by the agency, Kaleidoscope will compile and submit to the Office of the Chief Judge specified data for all appropriate activities as requested.

K. Management Information System

Kaleidoscope has an established information management system with policy and procedure guidelines to ensure the confidentiality and safety of all client records. Kaleidoscope staff are provided with training on building security protocols and computer password protection as part of their orientation to the agency.

For maximum efficiency, shelter care facility staff will be provided with computer, printer, telephone, email, copier and fax machine access to carry out their job responsibilities, including regular contact with the Court.

Kaleidoscope will maintain admission, service and discharge information in confidential client case files. Records will be kept in locked areas with access to shelter care facility staff that are directly involved in or supervise the provision of services to the clients.

All activities and services provided by shelter care facility staff will be thoroughly documented to ensure that services are delivered in accordance with contractual agreements, applicable statutes, regulations, policies and guidelines.

L. Program Evaluation

Kaleidoscope will cooperate fully with the Office of the Chief Judge in all matters concerning program evaluation. In addition to data collection determined necessary for successful program operations by the agency, Kaleidoscope will compile and submit to the Office of the Chief Judge specified data for all appropriate activities as requested.

Program outcomes will focus on evaluating the timeliness and appropriateness of placement; successful program completion (client returning to court arrest free); the provision of uninterrupted educational services; and the ability of the program to meet special medical, psychiatric and psychological needs of the clients.

Kaleidoscope will meet with the Office of the Chief Judge to review performance under the contract as frequently as is determined necessary. Reviews will include, but will not be limited to, performance goals, budget, quality improvement, management, communication and cooperation with the Office of the Chief Judge and the County and overall contract compliance.

Quarterly reports will be submitted to the Office of the Chief Judge in the prescribed format and will detail activities and service delivery.

M. Volume of Work

The annual workload for the first twelve month period ending in December 2010 of the pilot SLFP included a total of (30) thirty admissions. The average daily population was five females. Kaleidoscope is prepared to maintain similar admission rates.

N. Program Expansion

Kaleidoscope is aware that the need may arise in the future to provide additional services for program expansions required by the County, Municipalities or other Unit of Government. Kaleidoscope is open to extending the terms of the contract with the County to other agencies that require the same or similar services.

EXHIBIT 2

Schedule of Compensation

1. METHOD AND RATE OF PAYMENT

Rate of Compensation

Proposers must provide a per diem rate based upon monthly average bed space utilization. To assure the continued operation of the program, Proposers must detail the necessary cumulative monthly per diem needed for the eight (8) bed capacity (i.e., guaranteed beds).

Complete the cost for each item listed below (see Budget Detail Instructions):

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1. Project Personnel	<u>\$121,719</u>	<u>\$128,930</u>	<u>\$132,761</u>
2. Equipment	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
3. Contract Services	<u>\$109,640</u>	<u>\$112,794</u>	<u>\$116,042</u>
4. Training	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
5. Transportation	<u>\$15,225</u>	<u>\$15,614</u>	<u>\$16,013</u>
6. Operational	<u>\$45,948</u>	<u>\$47,720</u>	<u>\$49,565</u>
7. Indirect Costs	<u>\$43,880</u>	<u>\$45,759</u>	<u>\$47,157</u>
Cost Per Year:	<u>\$336,412</u>	<u>\$350,817</u>	<u>\$361,538</u>
GRAND TOTAL PROJECT COST:			<u>\$1,048,767</u>

CONTRACT PERIOD: _____ **2012 THRU** _____, **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).

1. Payment for Services

The vendor will be compensated for services on a monthly basis or more frequently, as agreed. The vendor shall submit invoices on a calendar month basis for its services under the contract. The invoices shall contain an itemization of the services provided during that invoice period, including statistical data on the number of referrals, number of admissions, etc., and the signature of an authorized company official. Each invoice shall be submitted within thirty (30) days following the month during which services are performed and shall include the actual agreed upon expenses incurred by the vendor provided during the preceding

EXHIBIT 3

Evidence of Insurance

ACORD - CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2011

PRODUCER
GBG INC
40 W 162nd St
South Holland, IL 60473
(708) 333-3378

INSURED
Kaleidoscope, Inc.
1340 S. Damen, Avenue
Chicago, IL 60608-1190

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	NAIC#
INSURER A: First Non-Profit Ins.	
INSURER B: Scottsdale Indemnity	
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	ADDTL INSRD	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"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TMP1216820-10	3/17/11	3/17/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TMP1216820-10	3/17/11	3/17/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$	UXL 1206836-10	3/17/11	3/17/12	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCC1211212	1/10/11	1/10/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Bus. Contents	TMP1216820-10	3/17/11	3/17/12	\$ 314,441
B		D & O	EKI3034584	3/17/11	3/17/12	\$ 3,000,000
		Professional Liab	TMP1216820-10	3/17/11	3/17/12	\$ 1,000,000/\$ 3,000,000

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

Cook County is an additional insured on a primary, non-contributory basis for liability arising directly or indirectly from the Services.

CERTIFICATE HOLDER

Office of the Purchasing Agent
Cook County Illinois
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Attn: Purchasing Agent

CANCELLATION

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.

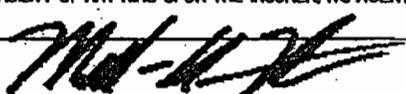
AUTHORIZED REPRESENTATIVE 

EXHIBIT 4

Board Authorization

**THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT**

Earlean Collins	1 st Dist.	Bridget Gainer	10 th Dist.
Robert Steele	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Fritchey	12 th Dist.
William M. Beavers	4 th Dist.	Lawrence Suffredin	13 th Dist.
Deborah Sims	5 th Dist.	Gregg Goslin	14 th Dist.
Joan P. Murphy	6 th Dist.	Timothy O. Schneider	15 th Dist.
Jesus G. Garcia	7 th Dist.	Jeffrey R. Tobolski	16 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter N. Silvestri	9 th Dist.		



**COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**MARIA DE LOURDES COSS
CHIEF PROCUREMENT OFFICER**

County Building
118 North Clark Street, Room 1018
Chicago, Illinois 60602-1304
TEL: (312) 603-5370

July 9, 2012

Mr. William Binder, President
Kaleidoscope, Inc.
1340 S. Damen Ave Mezzanine
Chicago, IL 60608

**RE: Notice of Award
Contract No. 11-84-041 Foster Care Program**

Dear Mr. Binder:

This correspondence is to serve as notice that the County of Cook has awarded your firm the above referenced Contract for **Foster Care Program**. The Contract is effective as of July 1, 2012 and continues until June 30, 2015.

Please find attached herewith a copy of the Purchase Order #181865. Refer to the contract number listed above when inquiring about the Contract.

If you have any questions, please contact Barbie Flock, at (312) 603-6828 or via email at barbie.flock@cookcountyil.gov.

Sincerely,


Maria de Lourdes Coss, CPPO *En*
Chief Procurement Officer

MdLC/ar

cc: Dawn Gottfried
Juvenile Probation Department
File (Contract No. 11-84-041)

Attachment

