

PROFESSIONAL SERVICES AGREEMENT

Sheriff's Women's Justice Program

MOM'S PROGRAM

BETWEEN



**COOK COUNTY GOVERNMENT
SHERIFF'S OFFICE**

AND

McDERMOTT CENTER (dba HAYMARKET CENTER)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 07 2011

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PROFESSIONAL SERVICES AGREEMENT

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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 Purchasing Agent hereinafter referred to as "County" and McDermott Center dba Haymarket Center, doing business as a(an) 501(c)(3) of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on the _____ day of _____, 2011, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for 11-87-009P. 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 Purchasing Agent 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.

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

"Department" means the Cook County Office of the Sheriff.

"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:
see attached list	
_____	_____
_____	_____

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**

Key Staff for the MOM's Program

Staff	Position	FTE
Laurie Graciana-Jones	Program Manager	1.00
Marie Day	Supervisor	1.00
Kandi Fowler	Counselor	1.00
TBH	Counselor	1.00
Donna Jackson	Case Manager	1.00
Shalon Webb	Case Manager	1.00
Fanisha Calvert	Parent/Child Development Specialist	1.00
Linda Ivery	Case Aide	1.00
Yolanda Owens Burgess	Residential Manager	1.00
Edith Payton	Certified Nursing Assistant (3 rd Shift)	1.00
Phyllis Terry	Milieu Tech (3 rd Shift)	1.00
Patricia Bogie	Psychologist (in-kind)	0.33
Michele Cestaro	Trauma Counselor (in-kind)	0.33

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and

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

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

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

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

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

County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Purchasing Agent 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 as of the date in the preamble ("**Effective Date**") and continues for a period of three (3) years, 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 Purchasing Agent 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 Purchasing Agent, 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 490-260. Payments under this Agreement must not exceed \$ 2,647,692.00 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 Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent, which approval the Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent. Whether to declare Consultant in default is within the sole discretion of the Purchasing Agent and neither that decision nor the

factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent 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 Purchasing Agent and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent 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 Purchasing Agent.

Subject to the foregoing, the Purchasing Agent 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:

Chicago, Illinois 60602
Attention: Department Director

and

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

If to Consultant:

McDermott Center dba Haymarket Center
932 West Washington Boulevard

Chicago, Illinois 60607

Attention: Raymond F. Soucek, President & CEO

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.

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

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

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

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

Yes: X No: _____

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

932 W. Washington Blvd., Chicago, IL 60607; 106 E. 51st St., Chicago, IL 60615; 4753 N. Broadway Ave., Suite 612, Chicago, IL 60640;
10000 N. Bessie Coleman Dr., Chicago, IL 60666; 1990 E. Algonquin Rd., Suite 211, Schaumburg, IL 60173

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:

 X Applicant has no "Substantial Owner."

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): see attached list

(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.

Complete List of Permanent Index Numbers for Real Estate Owned in Cook County

17-08-439-009-0000

17-08-439-010-0000

17-08-447-002-0000

17-08-447-003-0000

17-08-447-004-0000

17-08-447-008-0000

17-08-447-009-0000

17-08-447-014-0000

17-08-447-015-0000

17-08-447-019-0000

17-08-447-020-0000

MBE/WBE UTILIZATION PLAN
Section 1

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

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

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

II. Direct Participation of MBE/WBE Firms

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

MBE/WBE Firm: Cristina Foods, Inc

Address: 1056 W. Lake ST.

E-mail: _____

Contact Person: Cesar Dovalina Phone: 312-829-0360

Dollar Amount Participation: \$ \$87,600.00

Percent Amount of Participation: 57% %

*Letter of Intent attached? Yes No _____

*Letter of Certification attached? Yes No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: C.C. Sheriff's Office MOMs PROGRAM

From: Cristina Food, Inc
(MBE/WBE Firm)

To: McDermott Center DBA Haymarket Center and the County of Cook
(Bidder/Proposer Firm)

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

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

Description of Service/Supply/Project	Fee/Cost
1. <u>Food</u>	<u>\$ 87,600</u> 57 %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total:	<u>\$ 87,600</u> 57 %

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

Upon Penalty of perjury, I Cesar Dovalina (print name)
the President (title) and duly authorized representative
of the Cristina Foods Inc (MBE/WBE firm) affirm

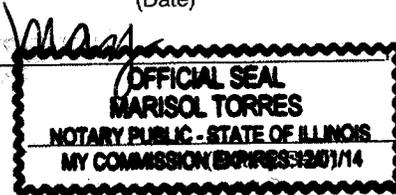
that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 87,600.00 which represents the above indicated total percentage 57 % for the contract amount \$ 151,100.00.

[Signature]
(Signature of affiant)

5, 20, 11
(Date)

Subscribed and sworn to before me this 20 day of May 2011

Marisol Torres
(Notary's Signature)



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

Upon penalty of perjury, Raymond F. Soucek (print name),

the President and CEO (title) and duly authorized

representative of McDermott Center DBA Haymarket Center (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 87,600, which represents the

above indicated total percentage 57 % for the contract amount \$ 151,100.00.

[Signature]
(Signature of affiant)

05, 20 11
(Date)

Subscribed and sworn to before me this 20th day of May, 2011.

[Signature]
(Notary's Signature)



These numbers and percentages are based on the portion of the contract spent on the outside services. Haymarket Center, is a nonprofit corporation, cannot qualify as a MBE/WBE subcontracts. The amount of \$151,100.00 has been identified as the portion of the contract that is directed to outside sources and available for potential MBE/WBE subcontracts. All number based on projected utilization.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

Privilege Information:

County Privilege: 11-87-009P
 County Department: Sheriff's Women's Justice Program

Applicant Information:

Last name: N/A First Name: _____ MI: _____
 SS# (Last Four Digits): _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: () _____ - _____ Drivers License No: _____

Child Support Obligation Information:

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

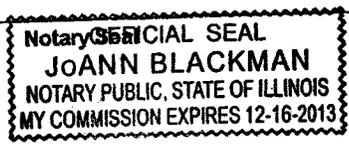
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- X C. The Applicant is delinquent in paying judicially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

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

Signature: [Handwritten Signature] Date: 5-19-11

Subscribed and sworn to before me this 15th day of May, 2011

X [Handwritten Signature]
 Notary Public Signature



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name McDermott Center D/B/A: Haymarket Center EIN NO.: 23-7249912

Street Address: 932 West Washington Boulevard

City: Chicago State: Illinois Zip Code: 60607

Phone No.: 312-226-7984

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) 501(c)(3) Not-for-profit Corporation

04.09

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
N/A			

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.

Raymond F. Soucek
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

rsoucek@hcenter.org
E-mail address

President and Chief Executive Officer
Title

5-19-11
Date

312-226-7984, ext. 387
Phone Number

Subscribed to and sworn before me
this 19th day of May, 2011

X *[Signature]*
Notary Public Signature

My commission expires:



04.09

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: McDermott Center dba Haymarket Center

BUSINESS ADDRESS: 932 West Washington Boulevard Chicago, Illinois 60607

BUSINESS TELEPHONE: 312-226-7984 FAX NUMBER: 312-226-8048

CONTACT PERSON: Raymond F. Soucek, President and Chief Executive Officer

FEIN: 23-724-9912 *IL CORPORATE FILE NUMBER: 5013-754-6

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: John J. Whalen VICE PRESIDENT: Thomas Roeser

SECRETARY: Donald E. Musil TREASURER: Raymond F. Soucek (temporary)

**SIGNATURE OF PRESIDENT: *John J. Whalen*

ATTEST: *Donald E. Musil* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
15th day of May, 2011

X *Joann Blackman*
Notary Public Signature

My commission expires: 

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

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



COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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 Precourt
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes
COOK COUNTY PURCHASING AGENT

Christa M. Krantz
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 7th DAY OF September, 2011

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

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

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 2,647,692.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: 490-260

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 07 2011

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

COM

EXHIBIT 1

Scope of Services

2. SCOPE OF SERVICES

2.1 Purpose

The purpose of this RFP is to identify an appropriate partner to assist the Sheriff's Office in the design and implementation of a comprehensive integrated mental health and substance abuse treatment services program with re-entry services for on-site Sheriff's Women's Justice Program.

2.2 Background

According to the U.S. Department of Justice-National Institute of Corrections, gender responsive strategies clearly outline that women's pathways into criminality are different than men's pathways and that the interventions for women should address the intersection of trauma, mental health and substance abuse problems, and economic marginality. The County intends to contract for gender and culturally responsive integrated treatment program that addresses:

Category 1 – On-site program that provides women with critical mental health treatment and substance abuse needs and develop gender and culturally responsive services for this population.

Category 2 – Pregnant and/or parenting women and their children up to pre-school age. The program shall be designed as a gender-responsive residential program to accommodate 24 women and their children (infants and pre-schoolers). The County will pay a per diem rate per each participant up to 24 women and their children.

2.3 Project Definitions

Advocacy and Referral: Advocacy and referral include contractor activities to contact outside agencies and make formal referrals for associated services outside of mental health services, and abuse services that have been identified in the participant's service plan. Such services include, but are not limited to, education, job readiness, medical and dental care, pre and post counseling, legal assistance, job search assistance, housing, financial assistance, transportation and child care.

Aftercare: The extended period of care, treatment, assistance, and supervision provided to women following completion of the program.

Ancillary Services: Services that assist the participant in a subsidiary manner.

Assessment: Procedures by which a trained professional identifies and evaluates an individual's strengths, problems, and needs using standardized instruments and a manual. This assessment informs the development of a treatment plan.

Case Management: The coordination of sources that provide services or activities within a planned framework of action in order to bring about the achievement of established goals.

Community Linkages: The act of linking the participant to services within the community.

Co-Occurring Disorders: Presence of two or more diagnosable disorders and may manifest in the lack of organization or meaning relations.

Crisis intervention: the immediate assessment of a potentially serious and/or dangerous development in a client. Crisis intervention includes assessment for harm to self or others, and this activity seeks to identify the presence of an emerging psychosis or a serious emotional destabilization. Crisis intervention uses accepted methods and extensive clinical skills to identify the extent and severity of the crisis and provides an intervention through immediate mental health services or triage to other, more secure settings such as a hospital. Project supervisors are expected to take leadership roles during these incidents.

Counseling: Also known as individual therapy, it involves the face to face interaction of one or more contracted treatment staff and one or more participants and/or significant others focusing on the personal recovery of the participants. Individual counseling is a private meeting of a participant with one or more mental health trained staff, while group counseling involves a meeting with more than one participant and one or more professional staff. Family counseling is a private meeting of a participant through family affiliation, or as a significant other. Group counseling in this context is also referred to as a process group. All counseling is to be conducted by trained mental health professionals.

Cultural Responsiveness: Culturally responsive programs appreciate and recognize the array of different cultural groups based on varying behaviors, attitudes, values, languages, celebrations, rituals, and histories. These programs provide services that reflect and incorporate the cultural diversity of the population.

Daily Program Schedule: A daily program schedule consists of a full range of classes, groups, and structured activities for women. Daily program schedules are individualized so that each participant is scheduled in a structured/purposeful activity.

Gender Responsiveness: Creating an environment through site selection, staff selection, program development, content, and materials that reflect an understanding of the realities of women's lives, and is responsive to the issues of the women participants. Responding to the needs of women based upon a thorough understanding of the societal influences placed on women.

Individual Treatment Plan: An individualized treatment plan for women formulated as the result of individual assessment of her mental health risks, needs and strengths. The plan forms the basis for all activities while in the program. The treatment plan is the fundamental basis for providing care to a woman throughout the treatment process. Each plan will address the specific needs as identified in the assessments, within the scope of specific program and service modality, including transition to another program in the community. The written document describes treatment goals, specific services and activities to achieve goals including beginning and ending dates and frequency, authorizations for services, progress notes and signatures of

the participant and contract staff. When appropriate outcomes are noted (i.e. went to appt. achieved goal, etc.)

Intake: The process of admission into the program, completion of initial paperwork, which includes extensive historical mental health history, acute symptoms of DSM-IV-TR disorders data, initial screening and program orientation.

Life skills: A series of classes, seminars, training, or skill development, designed to prepare the participant to enter the work force, and/or prepare for a specific trade.

Mental Health Counseling/therapy: Procedures and methods (therapeutic discussion, administration and interpretation of test and evaluation, vocational assistance, etc.) to assist women to improve psychological adaptive functioning.

Modified Therapeutic Community: Therapeutic communities ("TCs") were originally designed for men and used an authoritarian, confrontational approach. In successful women's TC's, confrontation may be used as a technique but only when it is supportive for women. The modifications needed for women include structural design issues, treatment issues, and emphasis on empowerment and strength building, and staff/training issues and should be clearly described in the application.

Psychological batteries: use of standardized psychological instruments to extensively assess and diagnose an individual. The procedures and methods (administration and interpretation of test client feedback) can provide detailed mental health information for the appropriate treatment of an individual.

Psychotherapy: a modality of mental health treatment that can be individual, family or group. In this application, the words counseling and psychotherapy are used interchangeably.

Parenting Skills Development: A method of focusing on building skills which promote feelings of parental competence, develop empathy and realistic expectations for the child based on developmental stages, and learning how to create a physically and emotionally safe environment.

Spirituality: A belief system that acknowledges and appreciates the influence in one's life of a higher power or state of being.

Theoretical Framework: Conceptual understanding of mental health that promotes behavior changes and symptom reductions. Expected theories to be discussed in this proposal include those related to gender, empowerment and behavior change substance abuse (and any other relevant treatment services) that create the framework of thought for program development. This is the knowledge base that creates the foundation upon which the program is developed.

Treatment Modalities: The approaches used in the program that create the therapeutic process. Underlying theories of the program should be operationalized (how theory is applied) and explicitly outlined how they will be applied in the program plan.

Transition Aftercare Planning: Planning for a participant's completion of the program. This includes, but is not limited, to housing, education, employment, social services, childcare, transportation and plans for continuing treatment in the community.

2.4 Scope of Work

Certain requirements for Gender and Culturally Responsive Integrated Treatment Programs will vary according to the specific needs in each category; however the following are general requirements for both of the categories in this RFP.

2.4.1 Program Methodology

The Contractor shall design, establish, and provide a comprehensive integrated mental health and substance abuse treatment services program with community re entry services for on-site SWJP programs. The submitted program shall be based on a clearly articulated theoretical framework. All programming must use empirically based curriculums, along with other promising interventions, peer reviewed tools, instruments and curricula. The clearly articulated theoretical framework should take into account accepted best practices that incorporate substance abuse, mental health treatment, and ancillary services. It is expected that the proposal will outline the agency's substance abuse/mental health treatment philosophy.

This submission shall include but not be limited to:

- How the Contractor's model has been modified to fit the psychological, social, relational and cultural needs of women.
- How the various theoretical models used in the proposal have been integrated to create congruence in treatment philosophy, programming and services.
- A clear description of the agency's ability to understand that pathways into the criminal justice system are different for women than for men.
- How the proposed model will recognize, assess and treat the effects of: physical, sexual and emotional abuse; abusive relationships; eating disorders; co-occurring disorders and any other disorders expected to be found in this population.
- How the treatment environment fits into the philosophy and how that environment will be established and maintained.
- A description of a clear, integrated treatment program and the essential personnel and the numbers of those positions needed to implement it successfully.
- How will treatment be individualized for each participant and what instruments will be utilized to ensure an effective treatment plan.
- Demonstrate familiarity with the common unmet needs of the target population and provide a comprehensive plan for assessing and addressing these needs simultaneously.
- What important qualifications are essential for each position and what factors will be considered during staff selection for the program; what are the formal and informal qualifications for each position. Explicit descriptions of their roles in this project.
- How case management will be integrated in the overall treatment model.
- How will the program address integrated treatment and ensure continuity of care in this environment in which women enter into the department at various points in the system, move back and forth between phases, and often do not have a certain end date.
- How your treatment services will integrate the special projects listed in 2.02, and how

program staff will be assigned to various projects.

- Outline the contractor's direct experience working with criminal justice treatment courts, what a comprehensive program related to women involved in specialty courts will consist of and what types of staff will be involved.
- It is expected that all key personnel in supervisory positions are currently employed by the contractor and have direct experience providing mental health services to incarcerated women. Include resumes for all key personnel.
- Describe which staff will be required to be familiar with research design, implementation and analyses, and what research projects specific to incarcerated women have been directly implemented by key personnel for women in criminal justice. It is expected that several of the key personnel have conducted research and have written research grants.
- Indicate what experience the contractor and the identified key supervisory personnel have in providing clinical supervision and training to Ph.D./Psy.D students who are working directly with women in the criminal justice system. It is expected that several supervisors have had direct experience supervising graduate psychology students in a criminal justice setting.

The proposed program shall include a variety of theoretical perspectives and approaches, but should focus heavily on evidence based and best practices programming, including experiential activities to reinforce concepts being taught.

It is expected that the integrated treatment philosophy will be reflected in the content, environment, and techniques of the program. There should be a clear description of a safe, supportive and nurturing women-centered treatment environment that encourages trust, bonding, and connection.

This above list although not exhaustive, demonstrates the need for integrated and holistic thinking when designing mental health programming for women. The Contractor shall address the above issues with a program plan designed to address, either internally or via community linkages, the pertinent issues within the modified therapeutic community, in conjunction with SWJP. The above list does not preclude the Contractor from addressing additional issues and the Contractor is encouraged to expand areas of topical issues in its service delivery.

SWJP expects equitable treatment by staff towards all participants throughout their course of treatment. The proposal should specifically address how conduct problems will be addressed systemically throughout the proposed program, including special considerations for specific problems.

NOTE: SWJP is a drug free environment, which includes being smoke free. This is an abstinence-based program model for incarcerated women but can contain some harm reduction components.

2.4.2 Project Component

SWJP is looking for a creative new approach to the design and implementation of an integrated gender and culturally responsive modified therapeutic community for all its current on-site programming. The contractor will be expected to partner with SWJP in the continued evolution

of the department's programs and needs to submit a treatment program design that would allow the reallocation of staff to other SWJP program components if needed. It is understood that should reallocation occur, it will do so in collaboration with SWJP and that no additional funding should be inferred. The Contractor needs to anticipate the challenges of varying lengths of stay and have a maximum staff to client ratio of 1:15 across all SWJP programming and for Mom's programming a ratio of 1:8. The expectation is that the following components will be part of all programming for the modified therapeutic community which includes Mom's program, Women's Residential Program, the day-reporting Sheriff's Female Furlough Program, the Human Trafficking Response Team, the Peer Support Program and community re-entry activities.

The Contractor must and describe the components involved in the implementation of the proposed program. The components shall include but not be limited to:

- How each component of the program represents its field's current best practices, and how it fits into the overall model's theoretical framework.
- A description of how the program will address varying lengths of stay.
- A detailed description of standardized, validated assessment tools and how they will be used in the various programs within SWJP.
- How the case management staff will assess and address various levels of needs according to best practices within a gender specific framework.
- What co-factors will be identified and addressed when treating mental health disorders and substance abuse/addiction.
- A list of essential treatment groups and how women will be stratified according to individual treatment needs. A draft treatment schedule to highlight core components
- A summary of existing/future internal and external linkages to address unmet needs.
- A completed example of a comprehensive treatment plan for a client with co-occurring disorders.
- A timeline for implementation of the complete proposal.
- Proposed methodology by the contractor to ensure continued competency in new treatment concepts for contract staff.
-

2.4.3 Participant Assessment Tool

SWJP will evaluate the Contractor's ability to assess female offenders' for risks and needs through validated assessment tools. Research suggests that assessing a woman offender's current risk for recidivism, her criminogenic needs and her specific response to treatment is the first step in developing an individualized treatment plan. A comprehensive assessment for female offenders should be presented in the application and approved in conjunction with SWJP. The instruments should take into account the fast paced environment and should contribute to successful measurement without requiring advanced or doctoral level interpretation for utilization yet yield constructive guidance for service delivery. SWJP will provide consultation on program development during the period between the contract award and start date, as well as on-going contract compliance.

The selected assessment tool should be able to meet the following minimum standards:

- It is accompanied by a manual that outlines the instruments' psychometric properties, including reliability and validity;
- It has norms developed with females in the correctional system; and
- It has been validated through peer-reviewed research.
- It is expected that key personnel have experience and/or expertise with these measures.

2.4.4 Record Retention Procedure

SWJP requires the Contractor to submit mental health and drug treatment records to SWJP while also being in compliance with all HIPAA and governmental laws, regulations and guidelines. All Federal, State and local governmental laws and regulations must be followed. Relevant Ethical guidelines and principles for each specialty area are expected to be adhered to throughout the contract period and across all disciplines. Client records should be opened, stored and closed according the accepted clinical standards and in addition in the following manner:

- The contractor must ensure that files should contain all relevant documents. Staff must complete all required paperwork in a timely manner. Each participant file must contain all information complying with all federal, state and local standards and legal regulations related to HIPAA, confidentiality, and security. Relevant documents should be appropriately separated and placed into confidential envelopes.
- External labeling of the files should include the following:
- The participant's last name, first name and jail number. Jail number must be printed beneath the participant's name.
- All drug treatment records must be submitted annually. The records must be placed in standard banker boxes.
- Each box should be packed lightly, in order to list and store according to all laws. The box should be clearly marked with the year, name of Contractor, and first and last names of the participant. Each box must be in alphabetical order.
- A spreadsheet must be included inside each box listing the year of treatment, name of Contractor, and participant's names alphabetically, and jail numbers (Last name should be first, First name last, and jail number).

2.5 Scope of Services Category Specific

2.5.1 Category 1 – On-Site Program

The Contractor shall provide, in accordance with relevant Governing Orders of the Sheriff's Office and state and federal certification standards:

- Five (5) days of integrated treatment for all women in the Women's Residential Program and the Female Furlough program. All treatment is to be based on comprehensive assessments and the development of an individualized treatment plan.
- The contractor should clearly outline how a woman will enter the program; receive appropriate assessments and progress to furlough and community re-entry. Explicit details are expected, with the above named staff identified and their role in the treatment explained.

- The proposal should explicitly state how mental health crises will be handled and by which staff. Procedures should be clearly outlined, including triage to emergency services.

2.5.2 Category 2 – Mom’s Program

The Contractor shall provide an off-site facility, separate from the Cook County Department of Corrections to house a maximum of twenty-four (24) pregnant women at various stages of pregnancy and/or parenting women and their pre-school age children. This dormitory unit must be physically separate from any other inpatient units. This facility shall provide on-site comprehensive gender and culturally responsive residential treatment. Additionally, the Contractor must be capable of providing prenatal, postpartum and newborn care, including laboratory services on-site. This facility must be geographically located in Cook County, Illinois. It is the responsibility of the Contractor to provide a level of security that will prohibit unauthorized entering and exiting to/from the unit/facility.

- Each woman shall receive comprehensive individual case management and other services based on assessed need and documented via a jointly developed tracking mechanism (*i.e.* logs, electronically, database, etc.) which may also include periodic performance appraisal of case files by SWJP.
- Develop in conjunction with SWJP gender responsive measures of women’s needs and outcomes, e.g. relationships (co-dependency), self-efficacy, self-esteem, parenting, housing and job placements, mental health, re-entry services, community follow-up, etc.
- The Contractor should provide each woman with a written copy of her discharge plan/outline that is completed in conjunction with her counselor/case manager prior to release.

In addition, the Contractor shall provide the following for purposes of evaluating the project:

- A written implementation plan and schedule, including measurable outcomes for evaluation for each recommendation addressing each subject area outlined in Section II prepared within 120 (one hundred twenty) days of award of the Contract. The Sheriff’s Office will provide consultation on program development during the period between the contract award and start date, as well as on-going contract compliance.
- A written status report of implementation of each recommendation addressing each subject area outline in Section II not later than 180 (one hundred eighty) days after the award of the Contract.
- A written evaluation of the outcome of each recommendation addressing each subject area outline in Section II not later than 360 (three hundred sixty) days after the award of the Contract utilizing U.S. Government Performance Results of 1993 Act standards.

Objectives for Children

- Improved physical and mental health
- Improved developmental competence
- Improved capacity for attachment
- Decreased pre-natal drug exposure
- Decreased low birth weight
- Establishment of a stable, sustained relationship with an adult caregiver

- Decrease in developmental, emotional and behavioral outcomes related to trauma
- Decrease in other maladaptive behaviors
- Increased stability of placement
- Establish a pediatric care provider before discharge from the program

Objectives for Mother-Child Dyads

- Achievement of appropriate roles and boundaries
- Improved guidance and anticipatory discipline
- Increased maternal responsiveness to child needs
- Increased maternal availability

2.6 Key Personnel

The proposer must identify the key personnel that will be committed to the project. The Purchasing Agent reserves the right to reject any key personnel proposed if it is determined in the County's best interest. All key personnel must be totally committed to the project without competing priorities. The evaluation of proposals includes the qualifications of the personnel proposed; therefore, proposers will name key personnel as part of their bid. Key Personnel must not be replaced during the project without the approval of the Purchasing Agent.

2.6.1 Personnel Requirements for On-Site Program – Category 1

The Contractor must comprehensively address all program components and provide an explicit program plan description of the program methodology to be used to meet requirements. The Contractor may designate the type and number of staff required to successfully implement their proposed solution. At a minimum, the required staffing experience shall include but not be limited to the following: four (4) supervisors must hold a Ph.D. or Psy.D, in psychology and a minimum of three (3) years of direct experience working with mentally ill women in a correctional setting. In addition, each of the supervisor psychologists must have direct experience and appropriate licensure for training doctoral students in gender responsive mental health treatment as well as be subject matter experts in trauma informed treatment. At a minimum 2 of the supervisor psychologists must have expertise in research. The contractor shall include a description for all positions identified above that includes their qualifications as well as duties explicitly outlined identifying program component(s) responsibility. The contractor must also take into account appropriate staff coverage for vacation days, long-term disabilities, sick days and vacant positions.

2.6.2 Personnel Requirements for Mom's Program – Category 2

The Contractor must comprehensively address all program components discussed and provide an explicit program plan with description of the program methodology to be used to meet requirements. The Contractor may designate the type and number of staff required to successfully implement their proposed solution. At a minimum, the required staffing experience shall include but not be limited to the following staff positions and minimum qualifications:

1. Program Manager - Minimum Qualifications: Master's degree in the Social Sciences or related behavioral science fields and three years managerial and clinical experience in a trauma informed substance abuse and mental health program for women OR seven years of documented experience demonstrating a history of managerial responsibility in a trauma informed substance abuse and mental health program for women.

2. Case Manager - Minimum Qualifications: Illinois Alcohol and Other Drug Abuse Professional Certification Association, Inc. (IAODAPCA) certified and five years of documented experience working in a trauma informed substance abuse and mental health program for women.
3. Counselor - Minimum Qualifications: Mental Illness and Substance Abuse (MISA) certified and five years of professional experience counseling recovering women in a trauma informed substance abuse and mental health program for women. Preferred qualifications: Degree in social work, counseling, clinical psychology or counseling psychology.
4. Parent/Child Development Specialist - Minimum Qualifications: Degree in early childhood education and/or child development, documented experience working with children in a licensed childcare facility and personnel references.
5. Residential Manager - Minimum Qualifications: Three years professional experience providing substance abuse counseling to recovering women in a licensed substance abuse treatment program for women. The organization, position, and dates in which the work experience was acquired must be specified.

Duties shall specifically outline which staff shall be responsible for specific program components. The contractor must also take into account appropriate staff coverage for vacation days, long-term disabilities, sick days and vacant positions.

EXHIBIT 2

Schedule of Compensation

**BEST AND FINAL OFFER (BAFO)
CATEGORY 2 –MOM'S PROGRAM**

The Proposer declares that it has carefully examined the Request for Proposal documents for the **SHERIFF'S WOMEN'S JUSTICE PROGRAMS - MOM'S PROGRAM** as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

ITEM NO./DESCRIPTION

What is the number of units served by this project, if applicable?	<u>24 detainee/day</u>
What is the unit cost, if applicable?	_____
What is the per diem cost of this project?	<u>100.75</u>
What is the annual cost of maintaining this project?	<u>882,564</u>
List any unique or one-time costs of this project, if applicable?	_____
_____	_____

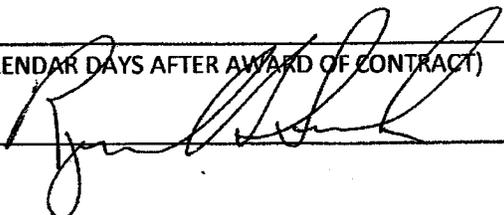
Complete the cost for each item listed below (see Budget Detail Instructions):

A. Project Personnel	<u>602,022</u>
B. Project Services - occupancy and communication	<u>22,208</u>
C. Project Equipment	<u>8,000</u>
D. Project Goods	<u>103,240</u>
E. Administrative Costs and other costs	<u>147,094</u>
F. Evaluation	_____

Cost per Year \$ 882,564

GRAND TOTAL PROJECT COST – 3 Years \$ 2,647,692

SERVICE DATE: _____
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

Signature:  _____

HAYMARKET PRICING PROPOSAL CLARIFICATIONS RFP# 11-87-009P

Please note: In our response to the pricing proposal clarification questions, it is important to note that the RFP scope of services for the MOMs program states:

The Contractor shall **provide an off-site facility, separate from the Cook County Department of Corrections** to house a maximum of twenty-four (24) pregnant women at various stages of pregnancy and/or parenting women and their pre-school age children.... [Emphasis added]

1. Why is there a need for 10 new computers, totaling \$7000, when the County has existing capable and functioning computers?

Haymarket has proposed 20 staff to operate the MOMs program. All staff enter client and service data into Harmony Information Systems, an electronic client record system, as described in our proposal. The electronic client record allows for better management of the program, as supervisors and managers can easily review what services have been provided, and allows for better reporting to the Sheriff's Women's Justice Programs. Normally Haymarket budgets one computer per staff, but to save the County costs we budgeted for only one computer for every two staff members. The clarification question states "...when the County has existing capable and functioning computers." There has never been any discussion of transporting County computers to Haymarket Center, where the MOMs program is located. For the prior contract, bid in 2007, Haymarket did not budget nor purchase new computers, so current computers on the program were purchased over six years ago and need to be replaced to keep up with the specifications of the electronic record system and information technology network. We believe this is a reasonable budget item.

2. Why is there a need for 2 new printers when the County has existing capable and functioning printers?

As with the response to question #1 above, there has never been any discussion of transporting County computers to Haymarket Center, where the MOMs program is located. Existing printers were purchased over six years ago, as none were budgeted in the previous bidding process. We have budgeted just two printers to be shared by 20 staff, which is a very low ratio, and we believe a reasonable budget item.

3. What are indirect costs and how are they integrated into the price proposal?

Indirect costs are the costs to Haymarket to support any particular program that are not directly incurred by the program. These costs include recruiting, running background

checks, hiring and training staff; finance and accounting; payroll processing; annual independent financial audit; risk management; utilization management and review; information technology support; and facility security. Indirect costs also include clinical and management support from the vice president of clinical services, who is a licensed psychologist, who is very active in responding to the Sheriff's Women's Justice Programs staff and ensuring a smooth partnership. Indirect costs are always calculated as a percentage of direct costs and added to direct costs for a budget total. The total budget then is divided by the expected client service days to arrive at a daily rate.

4. How did you determine 20% for indirect costs pricing?

Haymarket Center has a federally approved indirect cost rate of 31.6% through the U.S. Department of Health and Human Services. This rate is approved by DHHS after it reviews extensive financial documentation by Haymarket Center, and it is the most authoritative source available to document Haymarket's indirect costs. To save the County money on the proposed contract, however, Haymarket has limited the indirect amount charged to 20%, where the additional 11.6% is provided in-kind.

5. What types of materials will be printed that assess a total cost of \$7800?

The MOMs program prints a variety of materials including client and administrative materials. Each client receives a handbook (as described in the proposal), which is 38 pages. Clients receive a variety of other materials related to each of the evidence-based practices proposed, including Seeking Safety, Helping Women Recover, Moral Reconciliation Therapy, and STEP parenting. Other client materials include inspirational, homework-related, and other handouts. Administrative documents printed include weekly schedules, client and staff policies and procedures, confidentiality and other forms, and assessment forms. The amount budgeted is based upon last year's actual allocation of printing costs for the MOMs program. During this period the program consisted of one 16 bed unit for the full year and an additional 8 beds for approximately nine months. Therefore, the annual cost for a 24 bed program is actually higher than the amount budgeted.

6. Will the materials in question #5 be printed in-house (on the County premises) or will they be outsourced?

All printing will be completed in-house at Haymarket Center. Haymarket does not anticipate having access to County premises for printing, but if the County wishes to provide access, this cost could be negotiated.

EXHIBIT 3

Evidence of Insurance

ACORD CERTIFICATE OF LIABILITY INSURANCE

EP ID NN
HAYMCEN

DATE (MM/DD/YY)
12/30/10

PRODUCER
Non Profit Risk Services, Inc.
14504 John Humphrey Drive
Orland Park IL 60462
Phone: 708-349-1460 Fax: 708-349-1760

INSURED
McDermott Center, Inc. DBA
Haymarket Center and
Haymarket Institute
Sam Rodgers
120 N. Sangamon Street
Chicago IL 60607

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

INSURER A: First Nonprofit Ins. Co
INSURER B: First Nonprofit Companies
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TMP1217239-09	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> S.W. PROF. LIAB.				PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> MEDICAL PROF LIAB				GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	E/B Admin	1,000,000				
A	AUTOMOBILE LIABILITY	TAP1206984-10	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	UXL1207026-10	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1000000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCT120286	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 500000
					E.L. DISEASE - EA EMPLOYEE	\$ 500000
					E.L. DISEASE - POLICY LIMIT	\$ 500000
A	OTHER	TMP1217239-09	07/01/10	07/01/11	BLD	19567000
	PROPERTY - SPECIAL				BPP	1373468

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

CERTIFICATE HOLDER N ADDITIONAL INSURED; INSURER LETTER: 000000 **CANCELLATION**

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

Robert Golinvaux

EXHIBIT 4

Board Authorization

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS JUL 27 2011
--

OFFICE OF THE SHERIFF
SHERIFF'S DEPARTMENT OF WOMEN'S JUSTICE SERVICES

PROPOSED CONTRACT

Transmitting a Communication, dated July 7, 2011 from

THOMAS J. DART, Sheriff of Cook County

by

DEBORAH A. BOECKER, Executive Director, Sheriff's Women's Justice Programs

requesting authorization for the Purchasing Agent to enter into a contract with McDermott Center, Chicago, Illinois, for comprehensive integrated treatment services that will break the intergenerational cycle of trauma, addiction and crime by providing quality gender-responsive and trauma-informed substance abuse and mental health treatment for pregnant and post natal detainees in the MOM's program.

Reason: McDermott Center is recommended based upon the results of a Request for Proposal (RFP) conducted by the Cook County Purchasing Agent in conjunction with the Cook County Sheriff's Office. There was one (1) respondent to this RFP. Thus, the McDermott Center was selected because they achieved the highest overall score from the internal selection committee, based upon adherence to the technical specifications and cost. The proposed term of the contract is three (3) years with renewal options in years two (2) and three (3). The price per unit will not change during the contract period or the renewal periods.

Estimated Fiscal Impact: \$2,647,692.00 (FY 2011: \$147,094.00; FY 2012: \$882,564.00; FY 2013: \$882,564.00; and FY 2014: \$735,470.00. Contract period: October 1, 2011 through September 30, 2014. (212-298 Account).

Approval of this item would commit Fiscal Years 2012, 2013 and 2014 funds.

No lobbying contact was made for this item.