

Contract No. 13-23-001
Evening Reporting Center and Pretrial Services

Contract For Service

Between



COOK COUNTY GOVERNMENT

Office of the Chief Procurement Officer

And

Aunt Martha's Youth Service Center, Inc.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

JUL 31 2013

COM_____

Toni Preckwinkle
Cook County Board President

Shannon E. Andrews
Chief Procurement Officer

PROFESSIONAL SERVICES AGREEMENT

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

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Aunt Martha's Youth Service Center, Inc., doing business as a(an) corporation of the State of Illinois hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 11th day of September, 2013, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Evening Reporting Center and Pretrial Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor 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 Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

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

"**Contractor**" as used herein, means the Aunt Martha's entity that is providing Services to County under this Agreement.

"**Department**" means the Cook County Using Department.

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

"**Subcontractor**" means any person or entity with whom Contractor 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 Contractor.

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 Contract's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor 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 services and work product, such as written reviews, recommendations, reports and analyses, provided by Contractor 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 Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor 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 Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor 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, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor 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 Contractor fails to comply with the foregoing standards, Contractor 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 Contractor 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 Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor 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. Contractor 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 Contractor 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

Contractor 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 Contractor that the

County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor 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. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

Contractor 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 Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor 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, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) Insurance

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

i) **Insurance To Be Provided**

(1) Subrogation and Waiver

The Contractor shall require all policies of insurance that are in any way related to the work to include a Waiver of Subrogation in favor of Cook County, Board of Commissioners and employees of the County.

The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Contractor may have or acquired because of deductible or clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work.

(2) Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance maintained by the Contractor shall be on a primary, non-contributory basis and shall not be excess or pro rata to any insurance or self-insurance maintained by the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

(3) Workers Compensation and Employers Liability

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of

- \$500,000 each Accident
- \$500,000 each Employee
- \$500,000 Policy Limit for Disease

Broad form all states coverage

(4) Commercial General Liability

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(5) Commercial Automobile Liability

Contractor shall secure Commercial Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Motorists: Per Illinois Requirements

(6) Professional Errors and Omissions

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 with a deductible of not more than \$50,000. Contractor is responsible for the payment of any deductible. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

(7) Umbrella/Excess Liability Insurance

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than:

(a) \$3,000,000 each occurrence for all liability

ii) **Additional Requirements**

(1) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(2) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(3) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

g) **Indemnification**

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

h) **Confidentiality and Ownership of Documents**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the

course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on October 1, 2013 ("**Effective Date**") and continue until September 30, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor 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, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor'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 Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to two (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 Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor 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 identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 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 Contractor 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 Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Contractor 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 Contractor 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 Contractor 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 Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor 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 Contractor 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, Contractor warrants:

(1) no officer, agent or employee of the County is employed by Contractor 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 Contractor 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 Contractor, 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 Contractor 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, Contractor 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) Contractor 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, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor 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 Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor 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 Contractor under this Agreement, Contractor 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, Contractor 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

Contractor and any assignee or Subcontractor of Contractor 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 Contractor to the County.

- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor'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 Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor 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) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor 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, Contractor 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 Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor 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 Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor 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 Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor 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, Contractor 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 Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor 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. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor 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 Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor must promptly resume its performance of the Services under the same terms and

conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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, Contractor 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 Contractor'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, Contractor 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

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, 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

Contractor acknowledges that Contractor 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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 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.

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contracts by more than one (1) year and does not increase the original Contract by more than \$150,000 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000 or more without approval of the County Board.

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 modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Board, or where applicable, the Chief Procurement Officer is void and unenforceable.

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

Contractor 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, Contractor 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 Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor'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 Contractor 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 Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor 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 Contractor 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 Contractor performing the Services required under this Agreement.
- ii) Contractor 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 Contractor.

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: Juvenile Probation & Court Services
 1100 S. Hamilton Avenue
 Chicago, Illinois 60612
 Attention: Director of Financial Control

and

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

If to Contractor: Aunt Martha's Youth Service Center, Inc.
19990 Governors Highway
Olympia Fields, IL 60461
Attention: Dr. Theresa Miller, Vice President

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 Contractor 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 Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Twist Office Products
Address: 111 W. Main Street Bensenville, IL 60106
E-mail: wpike@twistop.com
Contact Person: Wendy Pike Phone: 630/766-3700
Dollar Amount Participation: \$ 5,000
Percent Amount of Participation: 1% %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: Open Kitchens
Address: 1161 W. 21st Street Chicago, IL 60608
E-mail: _____
Contact Person: _____ Phone: 312/666-5335
Dollar Amount Participation: \$ 30,240
Percent Amount of Participation: 7% %

*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm: Twist Office Products

Certifying Agency: State of Illinois - CMS

Address: 111 W. Main Street

Certification Expiration Date: 10/10/13

City/State: Bensenville, IL, 60106

FEIN #: 26-0895330

Phone: (630)766.3700 Fax: (630) 766.4513

Contact Person: Wendy Pike

Email: wpike@twistop.com

Contract #: _____

Participation: [] Direct [X] Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

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

Office Supplies

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

\$5,000; Net-90

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

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

Wendy Pike
Signature (MWBE)

Chris Nordloh
Signature (Prime Bidder/Proposer)

Windy Pike
Print Name

Chris Nordloh
Print Name

Twist Office Products
Firm Name

Aunt Martha's Youth Service Center
Firm Name

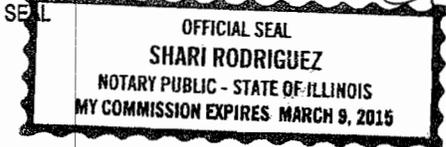
5/10/13
Date

5/13/13
Date

Subscribed and sworn before me

this 10th day of May, 2013

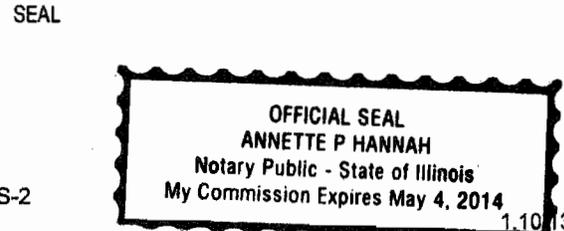
Notary Public Shari Rodriguez



Subscribed and sworn before me

this 13 day of May, 2013

Notary Public Annette P Hannah



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Open Kitchens, Inc. Certifying Agency: _____
Address: 1161 W. 21st St. Certification Expiration Date: _____
City/State: Chicago Zip 60608 FEIN #: _____
Phone: 312/666-5335 Fax: _____ Contact Person: _____
Email: MadelynMcNamara@OpenKitchens.com Contract #: _____

Participation: [] Direct [X] Indirect

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

[X] No [] Yes - Please attach explanation. Proposed Subcontractor: _____

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

Prepare and deliver daily meals for youth

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

\$30,240; Net-90

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

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

Terese M Fiore
Signature (M/WBE)
Terese M Fiore
Print Name

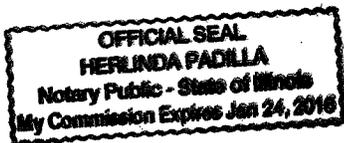
Open Kitchens
Firm Name

5/13/2013
Date

Subscribed and sworn before me

this 13th day of May, 2013
Notary Public: *Herlinda Padilla*

SEAL



Chris Nordloh
Signature (Prime Bidder/Proposer)
Chris Nordloh
Print Name

Aunt Martha's Youth Service Center, Inc.
Firm Name

5/13/13
Date

Subscribed and sworn before me

this 13th day of May, 2013
Notary Public: *Herlinda Padilla*

SEAL



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

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

7% % of Reduction for MBE Participation
1% % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

D. OTHER RELEVANT INFORMATION

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

MBE/WBE Participation

Due to the specifications and necessary requirements for performing the contract, it is economically infeasible to utilize MBEs and/or WBEs in accordance with the applicable participation, to the extent required (35%).

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

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

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

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

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

19990 Governors Highway
Olympia Fields, IL 60461

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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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.

Aunt Martha's Youth Service Center's Owned Properties

Cook County

Location	PIN(s)
233 Joe Orr Road, North, Chicago Heights	32-17-115-042-0000 32-17-115-041-0000
502 & 508 Dixie Highway, Chicago Heights (Vacant lots next to Joe Orr)	32-17-115-011-0000 32-17-115-012-0000
15 West 137 th Place, Riverdale	25-33-408-007-0000
15313 Lexington Avenue, Harvey	29-17-116-006-0000
400 Forest Blvd., Park Forest	31-36-200-031-0000
1201 Cottage Grove, Chicago Heights	32-23-100-005-0000
1526-36 Vincennes Ave., Chicago Heights	32-20-416-023-0000 32-20-416-024-0000 32-20-416-025-0000 32-20-416-026-0000 32-20-416-027-0000
5001 S. Michigan, Chicago	20-10-120-001-0000 20-10-120-002-0000 20-10-120-003-0000

Location	PIN(s)
	20-10-120-004-0000
	20-10-120-005-0000
	20-10-120-006-0000
	20-10-120-007-0000
	20-10-120-008-0000
1990 Governors Highway, Olympia Fields	31-14-200-022-0000
8640 S. South Chicago Avenue, Chicago	20-36-423-062-0000
14401 Pulaski, Midlothian	28-11-108-001-0000
	28-11-108-002-0000

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: Aunt Martha's Youth Services Center, Inc. EIN NO.: 23-7188150

Street Address: 19990 Governors Highway

City: Olympia Fields State: IL Zip Code: 60461

Phone No.: 708/747-7100

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Non-Profit Corporation

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

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor eserved 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.

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

Signature
cnordloh@auntmarthas.org
E-mail address

Chief Financial Officer
Title
5/13/13
Date
708/747-7100
Phone Number

Subscribed to and sworn before me
this 13 day of May, 2013

X Annette P Hannah
Notary Public Signature

My commission expires:
5-4-13
Notary Seal





COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: There is no substantial Title: NA

Business Entity Name: owner Phone: _____

Business Entity Address: _____

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature]
Owner/Employee's Signature

7/12/13
Date

Subscribe and sworn before me this 12 Day July 2013

a Notary Public in and for Cook County
Annette P Hannah
(Signature)



NOTARY PUBLIC
SEAL

My Commission expires 5-4-2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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 facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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 Chief Procurement Officer 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____

Notary Public Signature

Notary Seal

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

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

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: Aunt Martha's Youth Service Center, Inc.

BUSINESS ADDRESS: 19990 Governors Highway
Olympia Fields, IL 60461

BUSINESS TELEPHONE: 708-747-7100 FAX NUMBER: 708-747-0710

CONTACT PERSON: Chris Nordloh

FEIN: 23-7188150 *IL CORPORATE FILE NUMBER: _____

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Deborah Watson VICE PRESIDENT: Darryl S. Stroud, Ph.D.

SECRETARY: Debra R. Liddell TREASURER: Richard F. Sundstrom

**SIGNATURE OF ~~PRESIDENT~~ Chief Financial Officer 

ATTEST: _____ (CORPORATE SECRETARY)



Subscribed and sworn to before me this
16 day of July, 2013

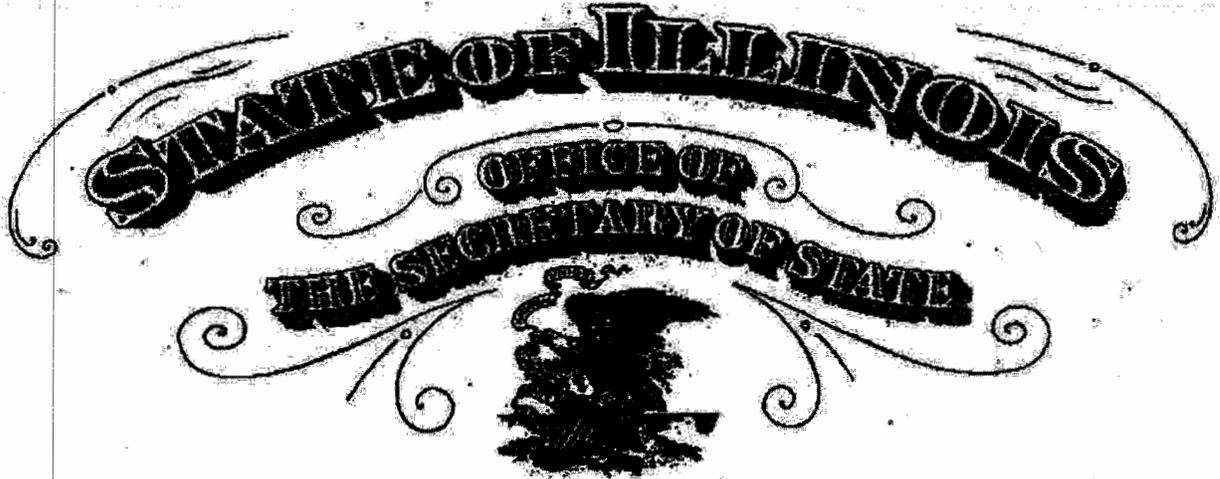
x Annette P Hannah
Notary Public Signature

My commission expires:
5-4-2014
Notary Seal

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

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

File Number 5008-232-6



To all to whom these Presents Shall Come, Greeting:
I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

AUNT MARTHA'S YOUTH SERVICE CENTER, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON AUGUST 22, 1972, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 10TH day of FEBRUARY A.D. 2012

Jesse White

SECRETARY OF STATE

Authentication #: 1204101649
 Verify at www.cyberdriveillinois.com

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

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SECRETARY: Debra R. Liddell TREASURER: Richard E. Sundstrom

**SIGNATURE OF ~~PRESIDENT~~ Chief Financial Officer 

ATTEST:  (CORPORATE SECRETARY)

Subscribed and sworn to before me this
16 day of July, 2013

x Annette P. Hannah
Notary Public Signature



My commission expires:
5-4-2014
Notary Seal

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 DAY OF September, 2013

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

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

13-23-001

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 5,192,160.⁰⁰
(DOLLARS AND CENTS)

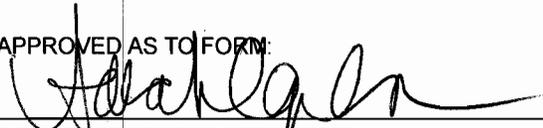
FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2013

COM. _____

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES

2.1.2 ERC Program Goals

The goals of Aunt Martha's Youth Service Center (Aunt Martha's) ERC Program are:

- Provide highly structured and well-supervised group activities during the late afternoon and evening weekday time period.
- Provide opportunities for the adolescents to enhance their current strengths and gain new skills to reduce their risks to re-offend.
- Reduce the likelihood of re-arrest while allowing the minor to continue attending school and to remain at home.

2.1.3 ERC Program Design

Aunt Martha's is the current administrator of the Evening Reporting Centers. We will continue to provide prosocial and education activities, and recreation and meals for each youth, ensuring they receive proper supervision during the times that may increase the risks to recidivate, i.e., after school and before a parent/guardian is available to assume responsibility. Since the participants are awaiting court hearings, the length of the program for each youth is typically twenty-one calendar days.

The current six (6) Evening Reporting Centers will remain operational:

ERC	Serving
Aunt Martha's Youth Service Center	Females in Municipal District 1, 4, 5 and 6 and three west suburbs (Bellwood, Berkeley and Maywood)
Youth Outreach Service	Males in Chicago north of Roosevelt and West of Cicero St.
Westside Assoc. for Community Action	Males in Chicago South of Irving Park and East of Cicero
Aunt Martha's Youth Service Center Chatham Avalon Boys	Males living South of 31 st Street and West of Halsted
Treatment Alternatives for Safe Communities	Males living South of 31 st Street and West of Halsted
Aunt Martha's Youth Service Center Harvey Center	Males in Municipal District 6

These ERCs are fully operational from 4:30pm to 8:30pm Monday through Friday. Each ERC center operates within the framework of adolescent development responding to each child's physical and psychological needs. While at the ERC, youth participate in educational

activities and in training on life/social skills and rational behavior. Aunt Martha's ERC employs an approved behavior management program to effectively teach and reward positive behaviors and to address inappropriate behavior. Each ERC center provides a curriculum that addresses the social, emotional, health and educational needs of all participants.

Each center is assisted by an assigned ERC probation officer. This officer is responsible for the overall supervision of the youth for the time period specified by the court order. This includes working with the family, school, and ERC team leaders; fostering positive social networks and enforcing compliance with court-ordered conditions. All youth referred to the ERC are seen in person by the ERC Probation Officer before being scheduled for pick-up. If the youth is not home, the officer explains the expectations to the parent/guardian. Each youth also receives a Notice of Assignment to the ERC letting them know which ERC center they will be attending and when their pick-up day begins.

Our ERC staff will continue to establish a productive rapport with the probation officers and support the role of the officers. In addition to the primary probation officer, each youth in the ERC is also monitored by the Home Confinement Unit. Together, the ERC staff, probation officer, and Home Confinement officer will develop the supervision plan. Specifically, the primary probation officer completes the recommended/revised "Notice of Assignment to ERC (see attachments)," that captures information relevant to certain high risk factors, such as medical information (allergies, medications), mental health, and physical health/disabilities. The Notice of Assignment, referred to hereafter as "referrals" is faxed by the Department to Aunt Martha's Youth Service Center's ERC administrative office at 191 West 155th Place, Harvey, Illinois. Per agreement with the Department, all referrals sent after 1:00 p.m. begin the program on the following day. Earlier referrals are picked up the same day as referred. The information from the adolescent's referral is entered into the ERC Client Management System (ERC/CMS) to ensure that the youth's name is pre-populated on the daily attendance sheet and included on the daily transportation route sheet. The ERC staff and the Probation Officer will conduct a staffing by phone to review high risk factors (including plans for adolescents on psychotropic medications); the youth's interests and goals; and to develop an individual service plan. Every effort will be made to hold the staffing within 24 hours after the referral is received. Any resources needed to support the plan will be sought by the ERC staff and the ERC probation officer. When the ERC staff conducts the Intake/Orientation, they will discuss with the youth the core skills needed to enhance their strengths and challenges. Other factors driving the creation of the individual service plan will include additional information provided by youth, parent, and ERC probation officer/court.

All referrals are entered into the ERC data system, and daily attendance sheets are electronically produced and emailed to each site. A daily transportation plan (electronic route sheet system) is established which minimizes the time the adolescents spend in a vehicle, maximizes the time they spend in the ERC and assures a 4:30 PM program start time. The youth's address is entered into a daily transportation route sheet, which lists the youth to be transported and the assigned driver. All youth are transported from their residences to the ERC and transported home after the program ends. The youth's addresses will be linked to Google map and a print-out will be generated, detailing driving directions based on the most timely and efficient routes. All youth arrive at their assigned ERC by 4:30 p.m.; barring any unforeseen traffic and/or youth issues. Our ERC staff will continue to

monitor each youth from the time of pick-up until they arrive home in the evening from the ERC. Youth are expected to be in attendance based on their individual planned start and discharge dates. An electronic attendance record is maintained via the ERC client management system. Upon arrival at the ERC all youth are searched. Afterwards all youth sign in using the pre-populated sign-in sheet. Guest speakers (including Victim Impact, or other special and invited guests) sign in as well. Youth who were not home for transport or refused to be transported are reported to the ERC probation officer and indicated on the sign-in sheet. These youth are contacted (via phone call and/or home visit) by the ERC Probation Officer that evening. The ERC P.O. troubleshoots any problems that are barriers to the youth's attendance and attempts to engage the youth and family so that the youth returns to programming. At the end of the night, staff and the ERC P.O. indicate their time of departure. Sign-in sheets are faxed to Aunt Martha's and Cook County Probation upon completion of each evening's services.

Before the formalized educational activities and trainings begin, the ERC staff typically open the program with either a reading or discussion of current events or engage them in an exercise on the "Word of the Day." In this exercise, the facilitator states the word of the day, establishes the definition, and allows each adolescent to express their meaning of the word. Staff is sensitive to youth who may be reluctant to participate and support them with ongoing encouragement. All staff is trained and aware of the unique societal and developmental challenges of our adolescents and manages their interactions with this understanding. After this ice-breaker, the formal educational activities and trainings begin. They include topics that are found in the curriculum which Aunt Martha's developed for the ERC. This period may also include one-on-one time with a staff member for tutoring or to respond to a request for help with a school assignment. After the group session the participants take a short break, wash their hands, and partake of a meal with the staff. Each youth is provided with a well-balanced and nutritious dinner which is catered. Other snacks and drinks are also provided prior to the dinner. Following the meal they engage in planned recreation. When recreation comes to a close the participants help clean up and prepare to be transported back to their homes.

2.1.4 ERC Program Standards

Aunt Martha's has met and will continue to meet all ERC Program standards.

2.1.4.1 Standards of Service

Aunt Martha's currently oversees a network of ERCs which, consistent with the principles of Restorative Justice, balance the unique needs of the victims, offenders, and communities. The program provides structured supervision of each youth during the hours when juvenile crime is most likely, preserving the safety of the public, and the program participants are held accountable to victims. Under our administration of the ERC network of agencies and through an energetic collaboration with the Cook County Juvenile Probation Department, this program has provided academic assistance, support for positive social behaviors, and taught competencies that have helped prepare juveniles to make positive contributions in their communities. Our goal for this contract period is to further enhance this alternative system of care in order to affect an increase in the current success rate.

Aunt Martha's ERC Program employs an overarching philosophy of care, spelled out in our core values (included in Attachments), which communicates our care and respect for the dignity and worth of each youth, while supporting and contributing to their developmental needs (physical and psychological), and embracing their diversity and uniqueness. An excerpt reads, "We treat our customers as we wish to be treated and ensure that every interaction is conducted in a pleasant and professional manner. We embrace diversity, treat our customers and each other with respect and dignity, and we hold each other to these standards." An awareness of the challenging developmental imperatives of adolescence has formed the creation of our services for youth, and the application of sensitivity in providing these services has always been a hallmark of Aunt Martha's. Responsible caring for children, adolescents and families remains the nucleus of our services today and provides a safe haven for children, youth, and families in crisis, providing the tools necessary to allow them to succeed.

Each ERC center will establish a service plan (included in Attachments) to enhance the individual competency of each youth commensurate with the number of days the youth participate in the program. Each ERC center will also collaborate with the Department in the development and implementation of a plan for each participant who will be in the facility for two weeks or more. The plan will address the participant's highest risk factors and encourage enhancement of protective factors to increase the likelihood that the youth will obey the law.

Aunt Martha's is a comprehensive non-profit organization providing social services and health care to children, youth and families across 16 Illinois counties through 54 program sites. We provide more than 60 programs in the following service areas: Education and Life Skills, Health and Prevention, Housing and Shelter, and Intervention and Support. Aunt Martha's is accredited by the Joint Commission and licensed by the state to provide child welfare, substance abuse treatment and childcare services.

Aunt Martha's culture is one that is youth/patient focused; action-oriented, and outcome driven. To achieve these results we have developed a Coordinated Care Model that offers significant "value added" services to all individuals who become part of Aunt Martha's system of care. Individuals are assessed for their needs beyond their presenting problems and are connected to the health and social services they require, seamlessly, through our internal electronic referral network developed by our IT Department. Interventions are personalized to help manage the total person, and not just the problem or disease.

Aunt Martha's has achieved accreditation as Patient Centered Medical Home (PCMH) through the Joint Commission. This model focuses on comprehensive, team-based, coordinated care. It is designed to improve quality of care through enhanced access, planning, management, and monitoring of care. All Aunt Martha's programs and services will incorporate this philosophy. We are able to link ERC participants to the following programs and services:

PROGRAM	SERVICE
Medical Care	School physicals; care for asthma, diabetes and other chronic diseases; sports physicals
Dental Care	Check-ups, cleanings; fillings
Family Planning	Birth control; STI and HIV testing
OB/GYN	Prenatal Care; case management; deliveries;
Behavioral Health Care	Psychiatric evaluations; medication management

As a social service agency serving system-involved youth, Aunt Martha's has encountered a high percentage of youth who exhibit risk-taking behaviors and are disconnected from family, school, peers, and the community. Aunt Martha's has been part of the array of successful alternatives to detention for twenty six (26) years.

Release Upon Request Program - since 1987 Aunt Martha's has worked with youth ages 13 – 17 who have been released after a detention hearing to their parent/guardian or custodian, but who remain in detention when no one takes responsibility for the youth within 24 hours of their release. Counseling and crisis intervention, alternative living arrangements, transportation, clothing, reunification, and advocacy services help to reunite the youth with family 26when possible. Last year, 63 youth were served in this program. Aunt Martha's partners are the Cook County Probation Department and juvenile courts throughout Cook County.

Unified Delinquency Intervention Services (UDIS) – Aunt Martha's operated this program for 10 years until it ended in 2011. In FY'11 Aunt Martha's UDIS Program served 50 youth (13-17) who were found to be delinquent, or are in violation of probation due to delinquent act. The youth must have at least two delinquent findings in the juvenile court or have created a very serious offense for which the youth would be sentenced to DOC. Services included drug education, parent support, and training through home visits, individual sessions, and recreational activities.

Youth Offender Reentry – Through a federal grant funded by the Office of Juvenile Justice & Delinquency Prevention from 2009 – 2011 Aunt Martha's served 17 – 20 year old males being paroled from the Illinois Department of Juvenile Justice (IDJJ) facility in Joliet, considered at high risk of committing an offense that violates their parole. Services included pre-release assessment, transitional planning and housing and subsequent services at Aunt Martha's group homes or transitional living shelter. 71% of youth incarcerated at the Illinois Youth Center (IYC) Illinois Youth Correctional facility in Joliet were successfully transitioned back into their communities through this program.

Community Re-integration Program- for both DJJ/DOC/Department of Children and Family Services, DCFS male juveniles (17-21) leaving detention and juveniles at risk of reentering the detention system. The goal of this transitional living program is to reduce recidivism /re-incarceration rates and prepare juvenile for successful reintegration and become self-sufficient. Programming includes on site case management, social skills development, academic and vocational services, family engagement services, recreation and wellness

programming and self-management tools to help address behavioral barriers that may contribute to academic interruptions and unemployment. A large focus of the program is on the acquisition of Independent Living Skills. Aunt Martha's partners include the IL Department of Juvenile Justice, IL Department of Corrections, probation officers and DCFS staff. The capacity of the program is 10 youth.

Substance Abuse Treatment Program – The Cook County Probation Department and the IL Department of Juvenile Justice has referred juveniles (13 -20) for outpatient substance abuse treatment for ten years. Services are provided at Aunt Martha's South East Alcohol and Drug Abuse Center (SEADAC) located at 8640 S. Chicago Ave., Chicago, IL 60617. Last year 70 youth received treatment.

Juvenile Drug Court –refers juveniles under age 20 to Aunt Martha's for outpatient substance abuse treatment for five years. There were 30 youth who received treatment last year. Aunt Martha's and our partner agencies also have relationships with many community organizations throughout Cook County which are available to provide support for ERC youth. With this cooperative approach to addressing the needs of youth we are able to enhance the linkage between current juvenile justice programs and local community services.

Aunt Martha's recently received a grant from the City of Chicago in which ERC participants can participate in an employment and service learning program (City of Chicago Youth Working For Success) for youth involved in the juvenile justice system. We have twenty-six years (26) of experience in working with youth involved in the juvenile justice system.

We maintain an active role on the Executive Steering Committee which is chaired by the Honorable Judge Sophia H. Hall, Presiding Judge of the Resource Section of the Juvenile Justice and Child Protection Department, and Michael J. Rohan, Director of Juvenile Probation and Court Services Department. We are strengthening communities through restorative justice practices; hosting committee conferences and employing the use of circle keepers. These circles are used with youth and families involved in the criminal justice system to resolve conflicts and address issues in schools, communities, and workplace setting while providing a space for healing and healthy communication.

The ERC is an important part of the Circuit Court's Juvenile Detention Alternative Initiative which sprang from the Balanced and Restorative philosophy of the Juvenile Justice Act. The evidence is that juvenile detention facilities have high recidivism rates, while the alternative, releasing youth into the community without appropriate structure and supervision, not only poses a threat to the community, but a significant proportion of youth do not return for their court dates. As one of the detention alternatives (which include Home Confinement, Community Outreach Supervision, Sheriff's Work Initiative, Electronic monitoring, and Staff Secure Shelter) our ERC centers help insure that youth are well supervised in a positive environment, complete the program, return to court for their hearings, and do not commit crimes while awaiting their court date.

Services are aligned with research and best practices to address each youth's disposition and the problems/ situations they encounter. The culture and ethnicity of youth participating in our ERC Program is also incorporated in the design and delivery of services.

2.1.4.2 Ethical Standards

All of Aunt Martha's programs are compliant with ethical standards for the provision of services as established by the respective professional disciplines and any additional ethical provisions specific to clinical work promulgated by those professional associations.

Aunt Martha's has been accredited by the Joint Commission for ambulatory and behavioral health services since 1997.

2.1.4.3 Confidentiality

All of our ERC staff will continue to comply with policies and procedures promulgated by the Juvenile Court regarding copying or distributing reports or other documents produced by the ERC and with applicable legal and ethical requirements concerning confidentiality.

2.1.4.4 Collaboration

Aunt Martha's will continue to collaborate with the Department of Probation to ensure effective supervision of all activities to monitor compliance with contract terms and program standards.

2.1.4.5 Daily Programing

Aunt Martha's ERC Program provides:

A Safe and secure environment	Continual supervision of each adolescent
Development and maintenance of a comprehensive individual supervision and service plan for participants	Daily activity schedules
Access to educational assistance for homework	Tutoring in problematic academic subjects
Gender responsive, best practices interventions, including but not limited to evidence-based individual and group training (e.g., social/life skills, impulsivity control, rational behavior, substance abuse, and cognitive behavioral interventions that address criminal tendencies)	Recreation/activity plans
Crisis intervention	Positive behavior management model
Referrals to community resources (successful vendors will provide linkage agreement from community based organizations willing to provide needed resources for participants)	

➤ A behavior management program

At intake the ERC Probation Officer reviews all rules and expectations with each youth and are assigned by both the youth and staff. The expectations are reviewed daily, either at the beginning of group activities, during dinner, quiet time, or van rides. In fact, it is these expectations that set the tone for the group and help position the adolescents for success. A "Youth Prompt" system is used to address violations of the rules and to administer consequences for negative behaviors.

This is an evidenced-based method of managing and encouraging positive behaviors in the group. The youth will be informed of how many prompts they will receive prior to being excused from group. Should youth be engaging in disruptive behaviors, staff will provide instructions to the youth that redirect unacceptable behaviors or conversations (ex., "John, please change the topic. John, please lower your voice."). A youth will be excused from group after receiving two prompts, and if they receive one more prompt upon returning to the group, they will be excused for the day, with no option to return to the session that day. Conversely, youth are rewarded for positive behavior with praise and recognition within the group setting, among their peers; allowed extra computer time; appointed to assist the facilitators with group related tasks (in order to showcase their leadership qualities); and given certificates for outstanding performance. If a youth's disruptive behavior persists despite all efforts, staff may utilize other progressive consequences or approaches. The most graduated sanctions available within the program are suspension from the program and violation from the program. However, as this is a detention alternative program, and largely recognized as a second chance for youth, staff are encouraged to hold youth accountable for their behaviors, to identify appropriate consequences whenever feasible, and allow the youth to remain in the program and to complete it successfully. Initial results of this method of interaction are promising for teaching pro-social behaviors and discouraging disruption in the group.

Although these instances are infrequent, youth may be recommended for graduated sanctions beyond the program. In such cases, program supervisors may staff the case with the assigned Probation Officer, who may submit a written report to the Supervising Probation Officer, who will in turn present the report to the State's Attorney, who may or may not recommend that the case be brought before the judge for ordering of graduated sanctions. Graduated sanctions may include the Sheriff's Work Alternative Program (SWAP), Electronic Monitoring, Staff Secure Shelter, or a brief stay in the Juvenile Temporary Detention Center. After such sanctions conclude, youth may be referred back to the program for services.

Regarding crisis intervention, all ERC staff receives TCI (Therapeutic Crisis Intervention) training and certification. This will allow them to intervene in conflicts among the youth in the most respectful and the least invasive manner. Aunt Martha's has demonstrated throughout our tenor as administrator of the ERC that we are able to establish trusting relationships to help youth develop basic self-management skills and provide alternatives to destructive behaviors. Because of the quality of our relationships with the ERC youth the instances of physical confrontation in our programs are infrequent.

➤ Training

Regarding crisis intervention, most of our staff are trained in TCI (Therapeutic Crisis Intervention) training and certification, and the rest are scheduled for training. This allows them to intervene in conflicts among the youth in the most respectful and the least invasive manner. We have demonstrated throughout our tenor as administrator of the ERC that we are able to establish trusting relationships to help youth develop basic self-management skills and provide alternatives to destructive behaviors. Because of the quality of our relationships with the ERC youth the instances of physical confrontation in our programs are infrequent.

Staff has received training on trauma on the effects of trauma on the brain; how the brain's templates (or filters) can direct behaviors; the various problem behaviors in light of trauma

templates; how trauma and mental illness diagnoses are interrelated; how relationships are formed to reenact previous dramas; and the four components of intervention (i.e., safety, relationship, empathy, and teaching) and how they work in various real situations.

➤ Tutoring on school assignments

Tutoring is available for each youth, as needed. We emphasize success at school and provide both tutoring and homework assistance to the youth. Our group facilitators and co-facilitators are competent and capable of tutoring the adolescents in the academic areas, such as language arts, reading comprehension, math, and science. Also, staff uses internet resources such as ask.com, encarta.msn.com, homeworkhelp.com in order to assist youth in research and resolving of difficult subject areas. Internet usage is closely supervised.

➤ Intervention with issues of literacy

Once it has been determined that a youth has issues with literacy, we will continue to issue a documented alert to the ERC probation department for follow up with the youth's school. For those participants who have a degree of difficulty reading we will assist through tutoring. Youth with pronounced difficulties or who cannot read at all will be identified and a referral to a formal literary program will be accomplished. We've partnered with institutions such as The Chicago School Forensic Center as part of a school engagement truancy reduction program which encompasses a broader framework of school refusal to consider economic, cultural, and school factors that can contribute to non-attendance among you in juvenile justice; truancy is considered an early risk indicator of school failure and delinquency. We believe that a collaborative, strength based approach is needed to address the at-risk conditions and needs among youth in juvenile justice.

➤ Group and individual training on life skills and social skills

In 2009 Aunt Martha's developed the first curriculum for the ERC program which has been well received by the Cook County Juvenile Probation Department. Moreover we have trained every staff person in our program, including the subcontractors, in the use of this curriculum. The curriculum, approved by the Juvenile Probation Department, with age-appropriate activities and scenarios addressing the social, emotional, health and educational needs of each population is currently being used at each site. The following topics are contained in the curriculum:

- a. Anger Management
- b. Community Responsibility
- c. Decision Making/Problem Solving
- d. Fatherhood Peer Pressure
- e. Financial Responsibility
- f. Goal-Setting
- g. Gun Violence
- h. Healthy Relationships
- i. HIV/AIDS
- j. Legal Rights
- k. Nutrition
- l. Self Esteem
- m. Strengthening Communication
- n. Stress Management

- o. Substance Abuse
- p. Trauma and Victimization

Aside from the curriculum, group discussions cover other subjects including: crime and delinquency, health and hygiene education, teen pregnancy issues, political education, job readiness and employment, and current events. Also, youth participate in group discussions about substance abuse and HIV/AIDS/STIs geared toward improving their awareness of these societal issues that are prevalent among teens. In fact, many are participating in a control study on "Preventing HIV/AIDS Among Teens (PHAT). PHAT Life is a comprehensive behavior change intervention to reduce sexual risk behavior, substance use, and mental health problems. This program is sponsored by the University Of Chicago School of Public Health. We are also using the Seven Challenges substance abuse program with our youth. Additionally special guests and other resource people who have expertise in various areas address the groups on an interim basis.

The group sessions are facilitated by the ERC staff with the support of the Cook County Juvenile Court probation officer who is assigned to the ERC. Working cohesively as a team, the ERC staff conduct trainings on life and socials skills included in the curriculum, while the probation officer provides support, behavior management, and important input in the group discussions. When it has been determined that a youth requires more individualized training, the ERC staff, Probation officer, and Home Confinement Officer (if applicable) will determine what additional resources are needed and develop a plan of action for referral and follow up. Some youth require more specialized attention, as they may present with deficits, seen and unforeseen, that must be addressed. All of these efforts help to facilitate the youth's successful completion of the program.

- Recreational activities that are healthy and fun for the age/gender capabilities of each participant
The youth are engaged in a variety of weekly recreational activities. Each ERC site has computers, board games, ping pong or pool table for on-site recreation. Physical activities, such as basketball, baseball, and skating are contracted out at local YMCAs or other public venues unless the ERC site has access to a gym within the facility. The Harvey center is a showcase for the ERC housing a large group room with computer kiosk, a gym, kitchen, and is adjacent to a community park offering a host of recreation options. Delegates of judges and juvenile justice administrators from around the country has visited the Harvey Center and participated in circle discussions with our youth.

All youth are taken on field trips to movies, bowling, skating, game arcades, parks, zoos, restaurants, etc. We have taken the youth to visit various cultural activities such as the Museum of Science and Industry, the DuSable Museum, Museum of Natural History, Museum of Contemporary Arts Chicago, Adler Planetarium and Museum, African American Art Museum, local colleges, job fairs,, work sites, libraries, etc., and, theatrical productions such as the Blue Man Group. Many of these activities have occurred on Saturdays and required that our staff work on a day they would normally be off. The staff have expressed that they enjoy these outings with the youth.

➤ Transportation of participants to the ERC from their residences and transportation from the ERC to the participants' residences at the end of each evening.

As previously stated, all drivers are provided a daily route sheet which lists the names, addresses, pick up times, and phone numbers of the youth on their schedule. The youth's addresses can be electronically linked to a Google map and a print-out will be generated, detailing point-to-point driving directions based on the most timely and efficient route. This electronic route sheet system assists in minimizing the time youth spend in the vehicle, while maximizing the time they spend at the ERC.

All youth are made aware of their pick up window prior to starting the ERC program. The youth's home is called a few minutes before arrival to ensure that the youth is ready for pick up. All youth are expected to be at their assigned ERC by 4:30 p.m.; barring any unforeseen traffic and/or youth issues. The most difficult transportation responsibility has been for the Girls Center. Currently there is one Girls Center to serve the whole of Cook County making timely transportation to and from outlying areas very challenging. In this RFP we are proposing two Girls Centers to help relieve this problem. We do background checks including a driving record on all potential staff and our record for transporting the ERC youth safely has been excellent.

➤ Appropriate intervention for the emergent psychological and emotional issues that participants experience

Aunt Martha's Youth Service Center staff, subcontractors, and juvenile probation officers and the probation supervisor received training on the emotional and social challenges of the young people in the ERC program. The staff have been trained to understand that underneath the anger is almost always sadness and pain; recognizing that aggression comes from pain, and that youth can only express emotions that come out of their experience or have an organic source. Youth who demonstrate emergent psychological or emotional distress with contingent behavior are redirected in a non-confrontational manner. If the issue cannot be resolved through the staff's (including the probation officer's) individual intervention, the probation officer removes the youth from the group so that the group is not disrupted. After working with the youth in a separate room the probation officer may decide to return the youth to the group or to transport the youth home. The ERC Program Manager is available to help develop a plan of action, which may include a discussion with the parent/guardian and linkage with mental health resources.

➤ Emergency first-aid for minor medical issues and emergency contact/referrals for more significant medical and mental health matters

Most ERC staff is trained in crisis intervention and each site is currently equipped with a first-aid kit for minor medical issues. In the event that a youth shows evidence of serious medical or psychological distress 911 will be called. Immediately afterward, the parent or guardian, the Juvenile Probation Supervisor, and the ERC Program Manager will be called. Once the emergency has abated, referrals and assistance with linkage to physical and mental health resources will be facilitated.

2.1.5 ERC Target Population

Aunt Martha's proposes to maintain the six ERC centers which serve a target group of adolescent males and females from Municipal District 1, 4, 5 and 6, in addition to three suburbs in Municipal District No. 4 (Bellwood, Berkeley, and Maywood) who may be ordered by the Court to participate in the ERC program from five (5) to twenty-one (21) days in lieu of an order of custody in the Juvenile Temporary Detention Center (JTDC). Candidates suitable for this conditional release are identified by the Department and presented to the Court for Consideration. Eligible applicants are:

1. Either charged with a violation of probation and who are waiting for a court hearing or disposition; or
2. Apprehended on warrants and presented to the court for dispositions on the warrants.
- 3.

The youth will participate in the ERC program from five (5) to twenty-one (21) days in lieu of an order of custody to the Juvenile Temporary Detention Center (JTDC).

2.1.6 ERC Participant Capacity

Aunt Martha's will operate three of the centers, (two male and one female), and subcontract with Youth Outreach Services (one male center); Treatment Alternatives for Safe Communities (one male center); and Westside Association for Community Action (one male). Aunt Martha's ERC facilities meet the following requirements for a capacity of fifteen (15) to twenty-five (25) male adolescents and for a capacity of twelve (12) to fifteen (15) female adolescents. No start-up period, gradual increase in the number of participants is needed.

2.1.7 ERC Staffing Requirements

Aunt Martha's ERC Program will have a staffing plan that complies with a 5:1 participant to staff supervision ratio. The staffing plan includes continual supervision of participants from the moment of initial contact at the beginning of the evening, i.e., when the youth is either picked-up by ERC staff or is dropped off at the ERC facility, and until the end of the evening, i.e. when the youth is dropped off at his/her residence by the ERC staff. Aunt Martha's ERC staffing plan ensures a level of supervision whereby ERC staff members have constant awareness of each participant's whereabouts at all times from the point when the youth is picked up at the residence until the adolescent is dropped off at the residence at the end of the evening.

The staffing ratio will continue to be achieved through a combination of full and part-time staff; however, our team leads are all full-time. This staffing pattern of both full and part-time staff has proven to be the most effective, as on any given day staff may be required to support other centers due to surges in referrals and enrollments into the program or staff shortages due to vacations and offsite trainings. The current ERC Program Manager, who is responsible for the daily operation and supervision of the ERC, has a Master's of Science in Management and over 25 years of experience in the human services field, and all other direct service staff either have a bachelor's degree or comparable and relevant work experience. All supervisors will sign-off on any evaluation reports; other documentation submitted the Juvenile Court, as well as notes and records generated by the employee.

All clinical staff practices are in conformity with applicable established practice standards and guidelines for the respective profession, in addition to the guidelines established by Aunt Martha's. All staff transporting the youth possess valid driver's licenses and current and up-to-date automobile insurance. Copies of all background checks and CANTS (including a copy of the DCFS clearance upon receipt), driver's license and insurance are submitted to the Department.

All of our ERC staff candidates comply with the screening/hiring protocols established by the Cook County Board of Commissioners and the Office of the Chief Judge, including but not limited to:

- submission to urine drug testing as a condition of employment.
- submission to both a criminal record check and a child abuse/neglect background check.

In addition, all of our staff are least twenty-one (21) years old and approved by the Department. We understand that Criminal record checks and situational urine testing (based on reasonable suspicion) for illegal use of drugs may be conducted by the Department on ERC staff after employment throughout the contract period and we will cooperate and assist in this process. Before being hired all staff will be approved by the Department.

Aunt Martha's is committed to providing services that are culturally sensitive to individuals of diverse racial, ethnic, cultural and socioeconomic backgrounds. Every person hired by Aunt Martha's participates in eleven **mandatory** trainings within the first year; three of which lay the foundation for developing staff in the area of caring and cultural sensitivity: 1) Cultural Awareness (2-Days) , 2) Reality Therapy Basic (5-Days) , and (3) Certification in Reality Therapy (1-Day). The other mandatory trainings include: Safety/Security Awareness, Mandated Reporting, Site Safety, Infection Control, HIPAA, HIV/AIDS/STDS. In addition Aunt Martha's requires each of the sub-contractor staff to be trained in cultural sensitivity.

All ERC staff will continue to maintain certification in CPR, First Aid, crisis prevention and restraint training. Aunt Martha's health clinics are JACHO certified and provide training in medication management.

All ERC staff is also trained/cross-trained as group facilitators and co-facilitators, in tutoring and recreation. Each assumes responsibilities for the direct supervision of the youth and promotes positive interaction among group members, assists with educational activities such as lesson planning, may communicate with the youth's school to arrange homework, and supervises the completion of assignments in both group and individual settings. They also organize recreational activities such as use of the local YMCA and park district facilities, organize field trips once per month and help youth learn new activities, as well as provide round trip transportation. Moreover, all staff shall have access to and participate in training and continuing education activities to ensure effective delivery of the supervision of services. As part as AMYSC staff development and training plan, all employees will obtain at least 30 hours of training each year, which can be accomplished through in-service trainings or external trainings such as workshops and seminars.

2.1.8 ERC Facility

Aunt Martha's ERC facilities meet the following requirements for a capacity of fifteen (15) to twenty-five (25) male adolescents and for a capacity of twelve (12) to fifteen (15) female

adolescents:

- compliance with all building and regulatory codes;
- Kitchen area approved by the Chicago health Department;
- A recreation area;
- Furniture and equipment (tables, chairs, supplies, equipment etc.);
- Well-lit and ventilated classroom space

All ERC facilities offer a clean, healthy and secure/safe environment with smoke and fire detection systems, which are in compliance with all building and regulatory codes, utility service and basic security. Our kitchens areas are equipped with a stove, refrigerator and microwave, and the kitchens areas are licensed and approved by the Chicago Health Department; water coolers; adequate space for groups, recreation areas (table games and pool/ping-pong tables); resident gym or nearby local gym; furniture and equipment, such as tables, chairs, computer workstations for staff and youth, printers, fax and copy machines and phone lines; media station (TV, DVD players); staff and youth computers, with internet access, printers, fax and copy machines; ample lighting and ventilation; as well as space which allows for smooth flow of traffic and continuous monitoring and supervision of the youth.

Aunt Martha's and its sub-contractors operate in six (6) ERC facilities that are located within close proximity to the neighborhoods of the adolescents who are assigned to the ERC. The facilities for boys are located in the geographic areas with the highest concentration of detained minors in the County. There is one facility for females serving the entire county of Cook. There will be no interaction between male and female youth in the ERC, as each will have their own facility. We have conducted many ERC tours with interested visitors from all over the county and our facilities are open and available at all times for any site tours requested by the County, the Department, or the Office of the Chief Judge. The network will have a total capacity 125. The ERCs services will be held at the following locations:

AUNT MARTHA'S FACILITIES AND ITS SUBCONTRACTORS

ERC FACILITY

SERVING

Aunt Martha's Youth Service Center
8316 South Ellis
Chicago, Illinois

Females in Municipal District 1, District 6,
and three west suburbs (Bellwood, Berkeley
and Maywood)

Aunt Martha's Youth Service Center
South Central Community Center
8316 South Ellis
Chicago, Illinois

Males in Chicago (southeast)

Aunt Martha's Youth Service Center
Harvey Center
191 West 155th Place

Males in Municipal District 6

Harvey, Illinois

Treatment Alternatives for Safe
Communities
5510 South Paulina
Chicago, Illinois

Males in Chicago (southwest)

Westside Association for Community
Action
3600 West Ogden Avenue

Males in Chicago (north and near south)

Youth Outreach Services
1325 North Menard
Chicago, Illinois

Males in Chicago (northwest)

2.1.9 ERC Timetable

Aunt Martha's Youth Service Center is the current administrator of the ERC Program. We are ready and prepared to continue in this role without interruption.

2.1.10 ERC Administration

Aunt Martha's has successfully administered a network of ERC centers for eighteen (18) years and is capable of continuing the high level of services provided. Aunt Martha's has significant fiscal and resource capacity, with a total annual operating budget for FY '13 of \$81million. Our administration departments manage all aspects of our finance, information technology, quality assurance, facility operations, human resources, staff training, and risk management protocols efficiently and effectively. Both ERC policies and procedures have been established along with information management and record keeping to ensure compliance with all program requirements.

Aunt Martha's is familiar with and has incorporated all institutional requirements of collaboration and cooperation between each ERC site and the Office of the Chief Judge, the Juvenile Court, the County, and the various agencies involved in Juvenile Court proceedings including implications of confidentiality requirements.

2.1.11 ERC Data on Operation and Services

Aunt Martha's will continue to cooperate with the Office of the Chief Judge in all matters concerning operational evaluation. The documentation collected and maintained includes youth demographics, referral and discharge data, intake/admissions data, consents, daily attendance, monthly calendars and reports, information on successful and unsuccessful completions, unusual incident reports (staff and youth-related), quality assurance data (i.e., youth satisfaction surveys), billing data and reports. This data is used for monitoring and evaluating ERC functions. Additionally, we have begun the development of a standard operations procedural manual that will be clear and concise; updated on a regularly basis, and used as a tool for staff training, driving performance improvement, and improving of programmatic results.

2.1.12 ERC Management Information System

Aunt Martha's has a ERC Client Information System to manage, track, report and evaluate ERC functions. The electronic record keeping system makes available the information necessary to monitor the effectiveness and efficiency of ERC operations. The benefits range from the ability to make operational adjustments and improvements at the organizational level, to the ability to quickly and easily draw upon historic information related to a specific youth, site, time period, or any number of other variables. Specifically, the system was designed to:

Improve each site's ability to manage its ERC operation, as well as the County's ability to monitor its entire network by:

- storing and making accessible all essential information in a central database;
 - dramatically reducing the amount of time and effort spent simply gathering data, allowing ERC staff and probation officers to analyze the available information and make meaningful decisions based on documented evidence; and,
 - enabling County and ERC site administrators to analyze program performance from very broad to very specific levels – and at the touch of a button.
- Produce reports showing:
 - youth, staff, and probation officer attendance rates, ratios and trends;
 - youth referral trends (i.e. number of youth referred to a specific site or organization over a specified period of time);
 - service provision trends (i.e. average number of service hours provided at a specific site);
 - youth transportation needs;
 - electronically produce the billing and reimbursement reports that are currently submitted to the County on a monthly basis;
 - electronically produce reports showing each site's performance level as it relates to the outcome expectations as identified in this ERC proposal; and
 - electronically transmit billing and reimbursement data¹, as well as performance outcome data, directly from the ERC/CMS to the County's system, if the County has an electronic system capable of accepting and importing data files from an outside source.

Additionally, we will continue to provide the Department with timely documentation and reporting of:

1. daily attendance;
2. participation in daily activities;
3. daily progress (as requested by the Court or Court personnel)
4. rewards given;
5. consequences administered;
6. critical incidents, including all injuries that occur and all health concerns that arise;
7. all variances to the approved program protocols/policies/procedures;
8. any violation of the rights of the participants or infliction of any harm; and,
9. any illegal activity or unprofessional conduct of a staff member.

2.1.13 ERC Program Evaluation

Aunt Martha's will continue to cooperate with the Office of the Chief Judge in all matters concerning program evaluation. We will continue to ensure that qualitative and quantitative measures are put in place to evaluate the effectiveness and efficiency of the ERC programs. See ERC Site Visit Evaluation Form in attachments. Using the ERC/CMS we have the ability to generate "quantitative reports" to measure all performance indicators (e.g., average successful completion rate of 90%), and use youth satisfaction surveys to gauge the qualitative aspects of the program. We will continue to review, analyze and report the findings; explore all viable solutions to improving our quantitative performance; and, incorporate recommendations which are feasible and cost effective. On a quarterly basis, we will submit reports to the Department detailing activities and service delivery, in accordance with standardized reporting formats developed in consultation with the Department. Furthermore, we will work in concert with the Department and utilize the FADE QI model for quality improvement review, which is comprised of five steps:

FOCUS: Define and verify the process to be improved

ANALYZE: Collect and analyze data to establish baselines, identify root causes and point toward possible solutions

DEVELOP: Based on the data, develop action plans for improvement, including implementation, communication, and measuring/monitoring

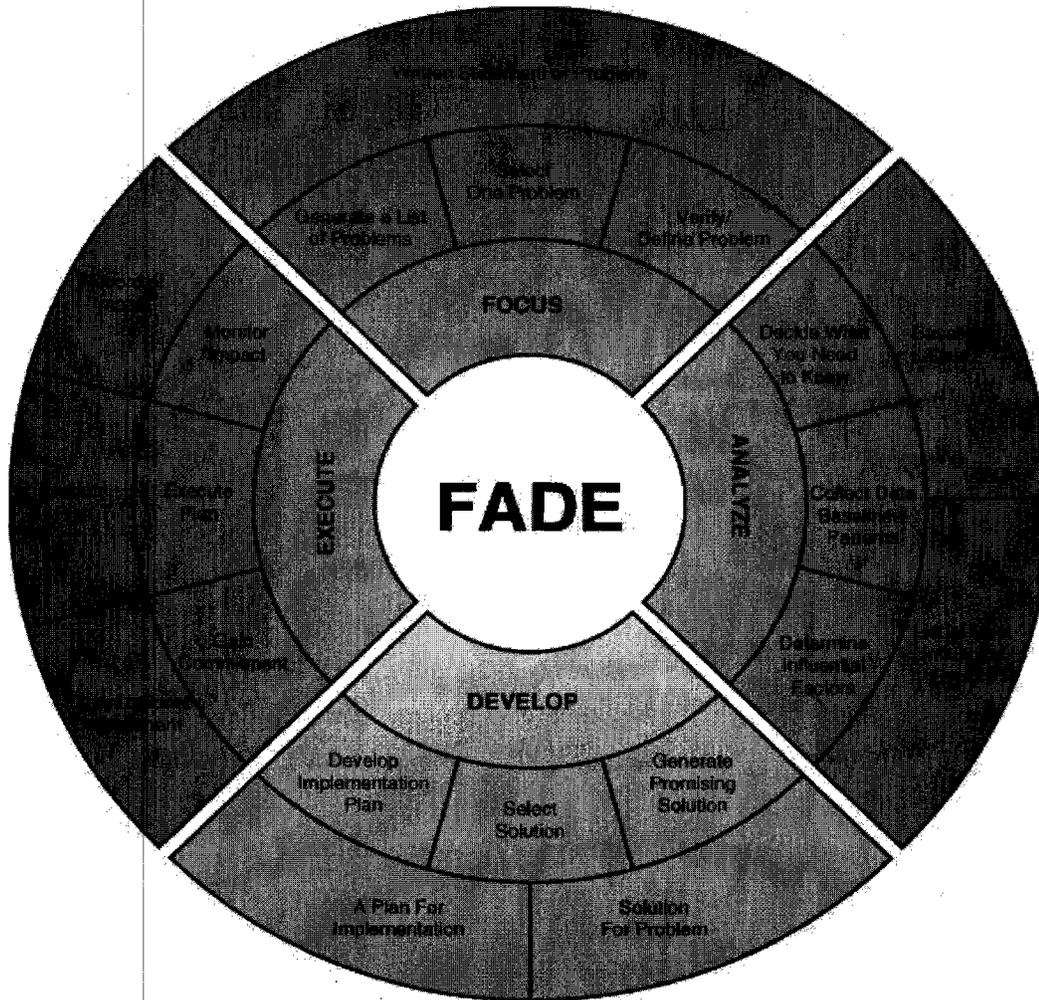
EXECUTE: Implement the action plans, on a pilot basis as indicated, and

EVALUATE: Install an ongoing measuring/monitoring (process control) system to ensure success.

It is a cyclic process and once changes are made, the process begins over again:

1. Evaluate the impact of your change
2. Focus again
3. Analyze the problem to find the root cause(s)
4. Develop methods for further improvement
5. Execute and Evaluate again

The process is repeated until the goal is achieved. See figure below.



Monthly reports of key indicators will be sent to Cook County Juvenile Probations and shared with all subcontractors. Quarterly meetings with the Deputy Chief Probation Officer, ERC supervising probation officer, ERC probation officer, and ERC staff and administration occur to have ongoing dialogue to improve the ERCs. Also, it is recommended that the Supervising ERC Probation Officer, Division Manager of Aunt Martha's, and the ERC Program Manager meet monthly to discuss issues related to positive/negative outcomes.

2.1.14 ERC Coordination with Existing Operations

Aunt Martha's ERC Program will continue to coordinate with the needs of the Juvenile Court and with the Office of the Chief Judge and other county operations as described in the RFP.

2.2 PRETRIAL SERVICES SCOPE OF SERVICES

2.2.1 Pretrial Services Hours of Operation

The Pretrial Services program will be performed during the day, evening, and on the weekends; the PreTrial Services staff hours will flex, accordingly.

2.2.2 Pretrial Services Program Goals

The overall goals of PreTrial Services are:

1. 90% of adolescents in the PreTrial Services program complete the PreTrial phase without committing a new offense.
2. 95% of adolescents in the PreTrial Services program complete the PreTrial phase without missing a court date.
3. Adolescents in the PreTrial Services program will not spend any time in the JTDC during the PreTrial phase.
4. Adolescents will enhance their current strengths and gain new skills to reduce their risks to re-offend.

2.2.3 Pretrial Services Program Design

Currently the County conducts a preliminary screening on the adolescents and fax the screening and referral information to each service provider. Cook County also faxes referrals to Aunt Martha's, who maintains a file and log book of PreTrial youths on behalf of each service provider. Prior to referring youths for PreTrial Services, Cook County Juvenile Probation meets with the youth and/or their guardian to explain the program, its rules and expectations, provides the youth and/or guardian with the program brochure, and informs the youth/guardian when they should expect to hear from the service provider. Probation staff verifies the youth's address and phone number, and conducts a home visit if necessary to ensure the accuracy of youth contact information. It is understood that youth who are referred/opened or closed during the middle of a given week (i.e., not active for a full week) may not receive the expected number of hours of service for that week. It is further understood that some youth, despite PreTrial staff's efforts toward engaging the youth and/or family in services, may refuse to participate in programming or activities, and thus, may not receive the expected number of hours of service per week. For any youth who refuse to participate in services or who are not home for scheduled activities, PreTrial staff completes an Incident Report and submit it with their Weekly Activity Reports. Upon receipt of the referral, we assign the youth to a PreTrial Services Case Manager; based upon the geographic location of the adolescent's residence, in which case will be one of the two (2) PreTrial Services sites. Also, consideration is made as to the case dynamics, such as dispositional, situational and systemic factors, including the adolescents risk domains and protective factors.

The initial contact is an initial home visit meeting where the intake occurs within one week of receiving the referral. For those who do not have a telephone, staff conduct a brief home visit to set up an intake appointment. In the event the PreTrial program has a waiting list, the case manager informs the youth and/or parent/guardian when they expect to have an opening, and that they will contact them again. PreTrial staff contacts the youth and/or family every week to update them on the status of an expected caseload opening, and when the opening occurs, follows the procedure described to conduct the intake. The PreTrial Case Manager conducts a comprehensive assessment of the youth and his/her family. They also establish a case plan for each adolescent and that addresses any issues identified in the County's screening assessment and in the case manager's assessment.

The case manager will spend no less than eight (8) hours each week working directly with the adolescent/parent(s)/guardian or with others involved with the adolescent. In addition the case manager will spend an additional two hours each week working on

documentation/recordkeeping and presenting information to the Court/Department. The case manager will conduct the following activities in furtherance of the case plan:

- Initiate contact with an adolescent's family within 48 hours of assignment
- Face-to-face contacts with the adolescent (no less than two times per week); one home visit per week and one group session per week.
- Phone or electronic contact with the adolescent (in combination with the face-to-face, no less than five times per week).
- Contact with school officials to verify attendance and to advocate for the adolescent's educational needs (no less than once per week).
- Referral/linkage with local treatment/service providers to address needs identified in the risk assessment process.
- Contact with all providers of service, e.g., mental health, substance abuse, mentor, etc., (no less than once per week).
- Transporting the adolescent to court and other locations where the adolescent's presence is required by court order (when no other means of transportation are available or safe).
- Documenting and preserving all contacts and interactions regarding the case
- Preparing and presenting reports as required.
- Communicating and meeting with the Department.
- Participating in the court process as requested.

The case manager is responsible for establishing an effective therapeutic relationship with each adolescent and with the adolescent's parent(s)/guardian. The interaction between youth and case manager is strength-based and includes positive reinforcements for appropriate behaviors and consequences that are instructive when behaviors are unacceptable/destructive. This is accomplished through one-on-one mentoring and counseling sessions; in-person or by phone; or, if the adolescent has an email account, the case manager periodically sends words of encouragement or articles of information that supports the youth's identified interests and goals. They also report the youth's progress to the parent/guardian, discusses with them any looming challenges the adolescent may be facing, and explore whether external interventions will be required or if these issues can be addressed within the family setting. The case manager will continue to document all activities, including face-to-face contacts, interventions through referral/linkage, and youth related reports in their weekly activity log. The activity logs are submitted weekly, along with notification of any new case openings or discharges.

2.2.4 Pretrial Services Program Standards

Our philosophy of care is spelled-out in our core values (see attachments) which communicates our care and respect for the dignity and worth of each youth, while supporting and contributing to their development needs (physical and psychological), and embracing their diversity and uniqueness. An excerpt reads, "We treat our customers as we wish to be treated and ensure that every interaction is conducted in a pleasant and professional manner. We embrace diversity, treat our customers and each other with respect and dignity, and we hold each other to these standards." An awareness of the challenging developmental imperatives of adolescence has informed the creation of our services for youth, and the application of sensitivity in providing these services has always been a hallmark of Aunt Martha's. Responsible caring for children, adolescents and families remains at the nucleus of our services today and provides a safe haven for children, youth, and families in crisis; providing the

tools necessary to allow them to succeed. As stated earlier, we have strong referral relationships that provide important options to help our youth in the community.

JDAI and Restorative Justice

The Pretrial Program is an important part of the Circuit Court's Juvenile Detention Alternative Initiative which sprang from the Balanced and Restorative philosophy of the Juvenile Justice Act. The evidence is that juvenile detention facilities have high recidivism rates, while the alternative, releasing youth into the community without appropriate structure and supervision, not only poses a threat to the community, but a significant proportion of youth do not return for their court dates. As one of the detention alternatives (which include Home Confinement, Community Outreach Supervision, Sheriff's Work Initiative, Electronic monitoring, and Staff Secure Shelter) our Pretrial Program helps ensure that youth are well supervised in a positive environment, complete the program, return to court for their hearings, and do not commit crimes while awaiting their court date. As one of the detention alternatives (which include Home Confinement, Community Outreach Supervision, Sheriff's Work Initiative, Electronic monitoring, and Staff Secure Shelter) our Pretrial Program helps insure that youth are well supervised in a positive environment, complete the program, return to court for their hearings, and do not commit crimes while awaiting their court date. Our 81% success rate is testimony to our commitment to the principles of Restorative Justice.

2.2.4.2 Pretrial Services Ethical Standards

All of Aunt Martha's medical and clinical services provided are compliant with ethical standards for the provision of these services as established by the respective professional disciplines and any additional ethical provisions specific to clinical work promulgated by those professional associations.

2.2.4.3 Pretrial Services Confidentiality

All of our Pretrial staff comply with policies and procedures promulgated by the Juvenile Court regarding copying or distributing reports or other documents produced by the Pretrial Program and with applicable legal and ethical requirements concerning confidentiality.

2.2.4.4 Pretrial Services Collaboration

We will continue to collaborate with the Department to ensure effective supervision of all activities to monitor compliance with contract terms and program standards.

2.2.4.5 Pretrial Services Participant Capacity

The number of adolescents that are projected to participate in the Pretrial Program county-wide at any one time is approximately 50.

2.2.6 Pretrial Services Staffing Requirements

All employees, interns, and volunteers will continue to be oriented and trained to the program prior to being assigned duties with any youth in the program, and ongoing/annual training will be provided. There is a staffing ratio of 15:1; which is achieved through full-time staff.

The Pretrial Program Manager will make sure that there is a continuity of services and interface daily with the probation officers to problem solve, monitor attendance, behavior and communication issues. However, the Program Manager is ultimately responsible for the daily operations and

supervision, and ongoing communications and planning with the County.

The current Pretrial Program Manager has a master's of Science Degree in Management and over 25 years of experience in the human services field, and all other direct service staff either have a bachelor's degree or comparable and relevant work experience. In the event that a staff person does not qualify for independent practice in their profession, a designated supervisor will be assigned specifically for monitoring their performance. All supervisors will sign-off on evaluation reports and other documentation submitted the Juvenile Court, as well as notes and records generated by the employee.

All staff transporting the youth possesses valid driver's licenses and current and up-to-date automobile insurance. Copies of all background checks and CANTS (including a copy of the DCFS clearance upon receipt), driver's license and insurance are submitted to the Department.

All Pretrial staff will maintain certification in CPR, First Aid, crisis prevention and restraint training (e.g., CPI). All of our staff candidates comply with the screening/hiring protocols established by the Cook County Board of Commissioners and the Office of the Chief Judge, including but not limited to:

- submission to urine drug testing as a condition of employment; and,
- submission to both a criminal record check and a child abuse/neglect background check.

In addition, all of our staff are least twenty-one (21) years old and approved by the Department. We understand that Criminal record checks and situational urine testing (based on reasonable suspicion) for illegal use of drugs may be conducted by the Department on Pretrial staff after employment throughout the contract period and we will cooperate and assist in this process.

Furthermore, every person hired by Aunt Martha's participates in eleven **mandatory** trainings within the first year; three of which lay the foundation for developing staff in the area of caring and cultural sensitivity: 1) Cultural Awareness (2-Days) , 2) Reality Therapy Basic (5-Days) , and (3) Certification in Reality Therapy (1-Day). The other mandatory trainings include:

Safety/Security Awareness

Cultural Awareness/Infection (CA/ICS)

Control Standards (Orientation only)

Orient Checklist/Staff

Safety Site I

Celebrate New Life

Infection Control

HIPAA

HIV/AIDS/STDS

Aunt Martha's will continue to require that each of the sub-contractor staff is trained in cultural sensitivity. Moreover, all staff shall have access to and participate in training and continuing education activities to ensure effective delivery of the supervision of services. As part as Aunt Martha's staff development and training plan, all employees will obtain at least 30 hours of training each year, which can be accomplished through in-service trainings or external trainings such as workshops and seminars.

2.2.7 Pretrial Services Timetable

Aunt Martha's Youth Service Center is the current administrator of the County's Pretrial network.

We are ready and prepared to continue in this role without interruption.

2.2.8 Pretrial Data on Operation and Services

Aunt Martha's currently compiles and maintains statistical data for evaluation of Pretrial operations and services. The documentation collected and maintained includes youth demographics, referral and discharge data, intake/admissions data, consents, daily activities, monthly calendars and reports, information on successful and unsuccessful completions, unusual incident reports (staff and youth-related), quality assurance data (i.e., youth satisfaction surveys), billing data and reports

2.2.9 Pretrial Management Information System

Aunt Martha's has developed a Client Information System to manage, track, report and evaluate Pretrial functions. The transition to this electronic record keeping system represented an opportunity to make easily available the information necessary to monitor the effectiveness and efficiency of Pretrial operations. We have been very effective at managing, tracking, and reporting PreTrial Services data via Excel Spreadsheets; however, in Phase 2 we will integrate the PreTrial Services module by June 2014.

The benefits range from the ability to make operational adjustments and improvements at the organizational level, to the ability to quickly and easily draw upon historic information related to a specific youth, site, time period, or any number of other variables. Specifically, the system will be designed to:

- Improve each site's ability to manage its PreTrial Supervision operations, as well as the County's ability to monitor its entire network by:
 - storing and making accessible all essential information in a central database;
 - dramatically reducing the amount of time and effort spent simply gathering data, allowing PreTrial Services staff and probation officers to analyze the available information and make meaningful decisions based on documented evidence; and,
 - enabling the County and PreTrial site administrators to analyze program performance from very broad to very specific levels – and at the touch of a button.

- Produce reports showing:
 - youth ratios and trends;
 - youth referral trends (i.e. number of youth referred to a specific site or organization over a specified period of time);
 - service provision trends (i.e. average number of service hours provided at a specific site);
 - electronically produce the billing and reimbursement reports that are currently submitted to the County on a monthly basis;
 - electronically produce reports showing each site's performance level as it relates to the outcome expectations as identified in this PreTrial Services program proposal; and
 - electronically transmit billing and reimbursement data, as well as performance outcome data, directly from the ERC/CMS to the County's system, if the County

has an electronic system capable of accepting and importing data files from an outside source.

We will provide the Department with timely documentation and reporting of:

10. daily attendance;
11. participation in daily activities;
12. daily progress (as requested by the Court or Court personnel)
13. rewards given;
14. consequences administered;
15. critical incidents, including all injuries that occur and all health concerns that arise;
16. all variances to the approved program protocols/policies/procedures;
17. any violation of the rights of the participants or infliction of any harm; and,
18. any illegal activity or unprofessional conduct of a staff member.

Additionally, we will provide the Department with timely documentation and reporting of:

19. daily attendance;
20. participation in daily activities;
21. daily progress (as requested by the Court or Court personnel)
22. rewards given;
23. consequences administered;
24. critical incidents, including all injuries that occur and all health concerns that arise;
25. all variances to the approved program protocols/policies/procedures;
26. any violation of the rights of the participants or infliction of any harm; and,
27. any illegal activity or unprofessional conduct of a staff member.

2.2.10 Pretrial Program Evaluation

The evaluation systems we have established ensure effectiveness and efficiency of the Pretrial program. Using our electronic system we have the ability to generate quantitative reports to measure all performance indicators (e.g., average successful completion rate of 90%), and use youth satisfaction surveys to gauge the qualitative aspects of the program. We will review, analyze and report the findings; explore all viable solutions to improving our quantitative performance; and, incorporate recommendations which are feasible and cost effective. On a monthly basis, we will submit reports to the Department detailing activities and service delivery, in accordance with standardized reporting formats developed in consultation with the Department. Furthermore, we will work in concert with the Department in regular quality improvement reviews. Quarterly meetings with the Deputy Chief Probation Officer, Pretrial supervising probation officer, Pretrial probation

officer, and Pretrial staff and administration will occur to ensure ongoing dialogue to improve the Pretrial Services.

2.2.11 Pretrial Coordination with Existing Operations

We will continue to collaborate with the needs of the Juvenile Court and with the Office of the Chief Judge and other county operations.

2.3 KEY PERSONNEL

The Key Personnel committed to this Project are as follows:

Dr. Theresa Miller, Senior Vice President, Aunt Martha's Youth Service Center
time commitment to ERC/Pretrial 20%; time commitment to other projects 80%

Angela D. Johnson, Associate Division Manager, Aunt Martha's Youth Service Center
time commitment to ERC/Pretrial 75%; time commitment to other projects 25%

Eric Curry, ERC Team Leader, Aunt Martha's Youth Service Center
time commitment to ERC/Pretrial 100%

Lola J. Jenkins, Vice President of Operations, Westside Association for Community Action
time commitment to ERC/Pretrial 25%; time commitment to other projects 75%

Gloria Jenkins, Administrator, Westside Association for Community Action
time commitment to ERC/Pretrial 30%; time commitment to other projects 70%

Jamie Noto, Director of Program Operations, Youth Outreach Services
time commitment to ERC/Pretrial 10%; time commitment to other projects 90%

Arlene Mitchel, Program Director, Youth Outreach Services
time commitment to ERC/Pretrial 25%; time commitment to other projects 75%

Anthony Hardin, Administrator, Treatment Alternatives For Safe Communities
time commitment to ERC/Pretrial 10%; time commitment to other projects 90%

Ron Allen, Program Supervisor, Treatment Alternatives For Safe Communities
time commitment to ERC/Pretrial 100%

EXHIBIT 2

Schedule of Compensation

**Aunt Martha's Youth Service Center
Evening Reporting Centers Budget Narrative – June 2013**

Guaranteed Rates

To effectively operate programming based on an anticipated, stable revenue stream, Evening Reporting Centers shall be paid based upon a guaranteed number of clients. Based on historic utilization and current/anticipated referrals, the following guaranteed rates have been established for this contract period:

Aunt Martha's: Harvey - 20
Aunt Martha's Girls Center – 12
TASC (Englewood): 20

Aunt Martha's South Shore - 15
Youth Outreach Services: Austin - 15
WACA (Lawndale): 15

It is incumbent upon Cook County Juvenile Probation to utilize the contract to its capacity, generating referrals for programs through marketing and educating county and city officials, judges, state's attorneys, public defenders, and court personnel.

Billing and Reimbursement Rates

Staffing ratio for all centers, whether boys or girls, will be 1:5 (Staff:Youth). Billing is based on a rate of \$46 per youth per day for the first three years of the 5-year contract period. The 4th and 5th year of the contract will be based on a rate of \$47 per youth per day. The following table provides an illustration of expected expenditures associated with ERC programming.

ERC Site	Guaranteed # of Clients	2013 - 2014 @ \$46	2014 - 2015 @ \$46	2015 - 2016 @ \$46	2016 - 2017 @ \$47	2017 - 2018 @ \$47	Total for 5 years
AM Harvey	20	\$239,200	\$239,200	\$239,200	\$244,400	\$244,400	\$1,206,400
AM - Chatham	15	\$179,400	\$179,400	\$179,400	\$183,300	\$183,300	\$904,800
TASC	20	\$239,200	\$239,200	\$239,200	\$244,400	\$244,400	\$1,206,400
WACA	15	\$179,400	\$179,400	\$179,400	\$183,300	\$183,300	\$904,800
YOS Austin	15	\$179,400	\$179,400	\$179,400	\$183,300	\$183,300	\$904,800
AM Girls	12	\$143,520	\$143,520	\$143,520	\$146,640	\$146,640	\$723,840
Admin. Fee		\$54,000	\$54,000	\$54,000	\$54,000	\$54,000	\$270,000
Over Guaranteed Rate		\$107,000	\$107,000	\$107,000	\$107,000	\$107,000	\$535,000
Total (based on 260 days/year)		\$1,321,120	\$1,321,120	\$1,321,120	\$1,346,340	\$1,346,340	\$6,656,600

guaranteed number of clients or based on the actual number of referrals, whichever number is higher. Total billing for the month is based on the sum of each day's billable caseload.

Evening Reporting Centers shall be compensated for youth served in excess of the guaranteed rates. Centers shall be compensated at the daily rate for any youth present, excused, or pending in excess of the guaranteed rate. Additionally, unexcused absent youth in excess of the guaranteed rate shall be compensated at a rate of \$20 per youth.

Example: If a Boys Center has a guaranteed rate of 10, and they have 15 referrals, of which 12 are present, excused or pending, and the other 3 are unexcused absences, then the provider shall be paid as follows:

10 youth guaranteed * \$46 = \$460

2 youth attended above guarantee * \$46 = \$92

3 unexcused absent above guarantee * \$20 = \$60

Total payment for that day of services = \$460 + \$92 + \$60 = \$612

To account for these potential expenditures, additional monies shall be available. \$107,000 shall be allocated in each of the five years to cover the costs of serving these additional youth, for a total of \$535,000 for the 5-year contract period.

An administrative fee of \$4,500 per month shall be billed to cover costs associated with the fiscal, HR, reporting, monitoring, administration, and oversight of the program. The total expenditure for administration is \$54,000 per year or \$162,000 for the three-year contract period. If one or both of the one-year renewal options are exercised, the total expenditure for administration will remain at \$54,000 per year for each of the renewal options that may be exercised.

All charges related to services performed under this 3-year contract shall not exceed \$3,963,360. All charges related to services performed under this contract if one or both of the one-year renewal options are exercised shall be in accordance with the Budget Narrative in this Exhibit 2 and the total cost for a 5-year contract, if applicable, shall not exceed \$6,656,040.

Aunt Martha's Youth Service Center, Inc.
PreTrial Services
Budget narrative – June 2013

Billing and Reimbursement Rates

PreTrial services will be based on a rate of \$21.00 per hour of service, with guaranteed payment for 400 hours of service per month equaling \$8,400.00 per month. This will guarantee payment for a caseload of ten equating to \$100,800 per year. The total expected expenditure **per year** for four caseloads of ten is \$403,200.00 per year. The total expected expenditure per year for the **first two years** is \$806,400.

For year 3, 4, and 5 of the contract, the cost of PreTrial services will be based on a rate of \$22.00 per hour of service, with guaranteed payment for 400 hours of service per month equaling \$8,800. This will guarantee payment of \$105,600 per year for one caseload of ten. The total expected expenditure is \$422,400 per year for years 3, 4, and 5 for four caseloads of ten youth equaling \$1,267,200.

The total cost for the 3-year contract is \$1,228,800. If one or both of the one-year renewal options are exercised, the total expenditure will remain at \$422,400 per year for each of the renewal options that may be exercised. The total cost for a 5-year contract, if applicable, shall not exceed **\$2,073,600**.

Clients above the guaranteed rate will be billed at the same rate of service for the applicable year; \$21.00 for years 1 and 2, and \$22.00 for years 3, 4, and 5.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The PLEXUS Groupe LLC 21805 Field Parkway, Suite 300 Deer Park IL 60010		CONTACT NAME: Certificates PHONE (A/C, No, Ext): (847) 307-6100 FAX (A/C, No): (847) 307-6199 E-MAIL ADDRESS: certificates@plexusgroupe.com	
INSURED Aunt Martha's Youth Service Center Inc. 19990 Governors Highway Olympia Fields IL 60461		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity INSURER B: First Nonprofit Insurance INSURER C: Essex Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13-14 GL, AL, WC, UMB, **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			PHPK973865	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK973865	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ combined single limit \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB409967	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCT1203550	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors and Omissions			SM892037	2/1/2013	2/1/2014	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County is listed as additional insured under the General Liability as required by written contract.

It is agreed that such insurance as is afforded shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER Cook County Government Office of the chief Procurement Officer 118 N. Clark Street, Room 101 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W Fawcett III/PCTEMP
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EXHIBIT 4

Board Authorization