

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROVIDING SERVICES TO CHILD TRAFFICKING ACTIVITIES RELATING TO THE  
ILLINOIS SAFE CHILDREN ACT**

**CONTRACT NO.: 13-60-12607**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**STATE'S ATTORNEY**

**AND**

**INTER'L ORGANIZATION FOR ADOLESCENTS**

---

**Toni Preckwinkle**  
**Cook County Board President**

**Shannon E. Andrews**  
**Chief Procurement Officer**

---

**2012-2014 SUBGRANT AGREEMENT  
BETWEEN  
THE COUNTY OF COOK/COOK COUNTY STATE'S ATTORNEY'S OFFICE  
AND  
THE INTERNATIONAL ORGANIZATION FOR ADOLESCENTS**

**PART I**

This **SUBGRANT AGREEMENT** ("Agreement" or "Contract") is entered into between the County of Cook ("County"), a body politic and corporate of Illinois, on behalf of the Cook County State's Attorney's Office ("SAO"), as authorized by the Cook County Board of Commissioners, and the International Organization For Adolescents ("IOFA" or "Contractor"), a non-profit organization based in Chicago, Illinois whose mission is dedicated to improving the lives of young people by addressing critical and emerging issues affecting vulnerable adolescents around the world.

**RECITALS**

**WHEREAS**, human trafficking constitutes an increasing threat to freedom and safety within the United States and within Cook County, Illinois; and

**WHEREAS**, the United States Department of Justice's Office for Victims of Crime ("OVC") has established an Enhanced Collaborative Model to Combat Human Trafficking program ("Program"), the purpose of which is to supply funding for federal and local law enforcement agencies to investigate and prosecute human trafficking crimes; and

**WHEREAS**, in an effort to properly identify and combat human trafficking in Cook County, the SAO has proposed the development of an Enhanced Collaborative Model to Combat Human Trafficking Task Force ("Task Force"), which will be conducted under the co-leadership of the SAO and the United States Attorney's Office for the Northern District of Illinois in partnership with the Salvation Army and IOFA; and

**WHEREAS**, the SAO has received grant funds ("Funds") pursuant to the OVC's Fiscal Year 2012 program, as evidenced by the grant agreement (the "Grant Agreement") between the OVC and SAO attached as Exhibit A, Grant Agreement, which will assist the SAO in investigating and prosecute human trafficking crimes within Cook County; and

**WHEREAS**, to help fulfill the Program's objectives, as more fully described in the Program Narrative attached hereto as Exhibit B, Program Narrative, the Task Force requires the services of a Program Specialist; and

**WHEREAS**, Contractor is willing and able to provide a Program Specialist with supervision by its Executive Director, whose duties shall be consistent with those set forth in Exhibit C, Program Specialist Job Description and Exhibit E, IOFA Scope of Work attached hereto; and

**WHEREAS**, the SAO is committed to utilizing the Funds provided to it under the Grant Agreement in a manner that is consistent with the requirements of the Program and has been authorized by the terms of the Grant to provide Funds to Contractor; and

**NOW, THEREFORE**, in consideration of the premises and mutual undertakings herein set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

05-15-13A09:38

## **I. INCORPORATION OF RECITALS**

The foregoing recitals are incorporated into this Agreement as if fully set forth herein.

## **II. CONTRACT DOCUMENTS; EXHIBITS**

The documents comprising this Agreement are:

- (1) Part I
- (2) Part II, General Conditions
- (3) Part III, Special Conditions
- (4) Exhibits
- (5) Economic Disclosure Statement (EDS Pages) and its Execution Forms

This Agreement incorporates the following exhibits, which are attached hereto:

Exhibit A, Grant Agreement

Exhibit B, Program Narrative

Exhibit C, Program Specialist Job Description

Exhibit D, Budget Detail Worksheet

Exhibit E, IOFA Scope of Work

## **III. SCOPE OF CONTRACT**

The parties will complete their respective obligations as set forth in Part III, Special Conditions.

## **IV. PAYMENT TERMS; GRANT OF FUNDS**

The maximum amount payable to Contractor during the term of this Agreement shall not exceed the sum of Forty Thousand Dollars and No Cents (\$40,000.00). Twenty-Seven Thousand Five Hundred Dollars and No Cents (\$27,500.00) of the Funds will partially support the salary of the Program Specialist and Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) of the Funds will support the Task Force related activities of the IOFA Executive as set forth in Part III Special Conditions and Paragraph G, Consultants/Contracts of Exhibit D, Budget Detail Worksheet.

Upon the execution of this Agreement, Contractor may invoice the County for up to Twenty Thousand Dollars and No Cents (\$20,000.00) of Funds. On or after December 15, 2013, Contractor may invoice the County for the remainder of the Funds. Other than the Funds that are the subject of this Agreement the SAO shall not be responsible for any other payment to Contractor, including, but not limited to, the payment of incidental expenses of, or benefits of any kind to, the Program Specialist or the IOFA Executive Director.

The Funds provided to the Contractor during the period covered by this Agreement shall not be considered a commitment for any future funding and must be expended on or before September 30, 2014.

## **V. TERM AND TERMINATION OF AGREEMENT**

This Contract shall be effective when executed by the County and the term of the Contract shall be two years beginning October 1, 2012 and terminating September 30, 2014. The Funds shall be paid to the Contractor from amounts received by the County pursuant to the Grant Agreement.

The County, through the SAO, may also terminate all or any portion of this Agreement or withhold any Funds immediately in the event funding made available to the County under the Grant Agreement is terminated or in the event the Contractor fails to perform its obligations hereunder after reasonable attempts by the County to obtain such performance. In addition to adhering to the terms of this Agreement, Contractor's obligations include, but are not necessarily limited to: (1) selecting a Program Specialist who meets the qualifications set forth in Exhibit C, Program Specialist Job Description; (2) carrying out Program objectives, including ensuring that the Program Specialist and IOFA Executive Director performs his or her duties consistent with Part III Special Conditions and those requirements set forth in Exhibit E; IOFA Scope of Work; (3) expending Funds consistent with Exhibit D, Budget Detail Worksheet; (4) supplying the County with any reports required by the Grant, this Agreement, or otherwise reasonably required by the County.

In the event that this Agreement is terminated, the County shall have the right to exercise its available legal or equitable remedies.

## **VI. GENERAL CONDITIONS**

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

**[END OF PART I]**

## PART II

### GENERAL CONDITIONS

#### **GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims 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.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

#### **GC-02 INDEMNIFICATION; COVENANT NOT TO SUE**

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.

As a consideration for receiving grant Funds, excluding any action to enforce the terms of this Contract, the Contractor hereby covenants and agrees that it shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, any proceeding or other action with or before any local, state and/or federal agency, court or other tribunal, against the County or SAO, its elected officials, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Contract.

No official, employee or agent of County shall be individually or personally liable to Contractor, its successors or assigns, in the event of default or breach by the County under this Agreement.

#### **GC-03 INSPECTION AND RESPONSIBILITY**

The County shall have a right to inspect or otherwise monitor the performance of services and shall be responsible for the quality and standards of all materials or completed work furnished under this

Contract. Contract Goods or completed work not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

#### **GC-04 PAYMENT**

No payments shall be made without invoices having been submitted along with a County Voucher Form.

#### **GC-05 PREPAID FEES**

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

#### **GC-06 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 materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

#### **GC-07 PRICE REDUCTION Intentionally Omitted**

#### **GC-08 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 report any such credits to the Chief Procurement Officer.

#### **GC-09 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 his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. 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.

## GC-10 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 not approved by the Board, 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. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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 Chief Procurement Officer is void and unenforceable.

## GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

### **GC-12 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

### **GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

### **GC-14 DELAYS**

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

### **GC-15 INSURANCE REQUIREMENTS**

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

### **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 purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to 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 limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

#### **1. Coverages**

##### **(a) Workers Compensation Insurance**

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:

- 1) Employers' Liability coverage with a limit of
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

1) 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.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive 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:

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

(d) **Umbrella/Excess Liability Insurance**

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

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. **Additional requirements**

(a) **Additional Insured**

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

(b) **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.

(c) **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 Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 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.

#### **GC-16 PATENTS, COPYRIGHTS AND LICENSES**

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual 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 to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

#### **GC-17 COMPLIANCE WITH 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.

Additionally, the Contractor agrees to adhere to all provisions imposed upon the County under the Grant Agreement.

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

#### **GC-18 MINORITY AND WOMEN BUSINESS ENTERPRISES COOK COUNTY ORDINANCE** **CHAPTER**

##### **10. SECTION 43.1 - 43.10.**

#### **I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total

dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.

- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts.. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-17, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-17 and the wording of the Ordinance shall apply. If there is a conflict between this GC-17 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

## **II. REQUIRED SUBMITTALS**

### **A. MBE/WBE Utilization Plan**

A complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or

consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

All commitments made in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted and such information shall be furnished. (Reference pages EDS-3/4 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook

Small Business Administration 8A Program

Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

3. Joint Venture Affidavit

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

**B. Reduction/Waiver Petition**

In the event the Contractor is unable to meet the applicable contract MBE and WBE participation goals, the Contractor must submit a Petition for Reduction/Waiver. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Contractor's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals.

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

**A. Granting a Reduction/Waiver Request.**

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals. Examples of actions constituting Good Faith Efforts are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals".
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good

faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

**B. Denying a Reduction/Waiver Request.**

1. If the Contract Compliance Administrator determines that a Contractor has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination.

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

**V. NON-COMPLIANCE**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-17, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to contractor and subcontractor obligations.

**GC-19 MATERIAL DATA SAFETY SHEET Intentionally Omitted**

**GC-20 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-21 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-22 USE OF PREMISES**

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

**[CONTINUED ON NEXT PAGE]**

**GC-23 GENERAL NOTICE**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

**TO THE COUNTY:**

Chief Procurement Officer  
County of Cook  
Room 1018, County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference the Project Title and Contract Number)

**TO THE CONTRACTOR:**

Shelby French  
Executive Director  
International Organization For Adolescents  
4305 N. Lincoln Ave., Suite K  
Chicago, Illinois 60618  
(773) 404-8831

**TO THE SAO:**

Nicole Kramer  
Director of Programs and Development  
Cook County State's Attorney's Office  
69 West Washington Street, Suite 3200  
Chicago, Illinois 60602  
(312) 603-1879

**GC-24 TERMINATION FOR CONVENIENCE Intentionally Omitted**

**GC-25 GUARANTEES AND WARRANTIES**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-26 STANDARD OF CONTRACT GOODS Intentionally Omitted**

**GC-27 DELIVERY Intentionally Deleted**

**GC-28 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 of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner'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 Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) 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, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

#### **GC-29 QUANTITIES Intentionally Omitted**

#### **GC-30 AUDIT; EXAMINATION OF RECORDS**

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

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

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

**[CONTINUED ON NEXT PAGE]**

### **GC-31 GOVERNING LAW**

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, 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 City of Chicago, County of Cook, 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.

### **GC-32 COOPERATION WITH INSPECTOR GENERAL**

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

### **GC-33 WAIVER**

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

### **GC-34 ENTIRE CONTRACT**

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

### **GC-35 FORCE MAJEURE**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

### **GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT Intentionally Omitted**

### **GC-37 COOPERATIVE PURCHASING Intentionally Omitted**

### **GC-38 FEDERAL CLAUSES**

**If applicable, the following apply to this Contract.**

1. Interest of Members of or Delegates to the United States Congress  
In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.
2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
  - (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.
3. Federal Interest in Patents
- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
  - (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.
4. Federal Interest in Data and Copyrights
- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
  - (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
  - (c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject

data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off. The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without

limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S.

EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

- (c) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference - Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available, 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement,. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part

- 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)  
All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)  
When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)  
Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
22. Rights to Inventions Made Under a Contract or Agreement  
Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.)  
Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**GC-39 CONTRACT INTERPRETATION**

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Execution Forms
2. Part I
2. Part III Special Conditions.
3. Part II General Conditions.
4. Exhibits

[END OF PART II]

**PART III  
SPECIAL CONDITIONS**

1. IOFA shall furnish one individual who will serve as a Program Specialist. Such individual shall have the training, education, and experience to enable them to provide the services required pursuant to this Agreement.
2. The Program Specialist shall provide the required services at the IOFA office, at the space designated by the SAO at the courthouse 2600 S. California Avenue, Chicago, IL 60608 or at other locations as directed by the SAO.
3. Other than those services provided at the IOFA Office, the SAO shall determine which days of the week the Specialist shall provide services to the SAO.
4. IOFA through its Executive Director and its Program Specialist shall provide all of the services relevant to the SAO as described in the IOFA Scope of Work, which is attached hereto as Exhibit E.
5. The IOFA Executive Director shall supervise the Program Specialist and serve as the contact person for the SAO with respect to this Agreement. Additionally, IOFA Executive Director shall provide overall project development including content for the subcommittees, evaluation, and presentations in the community.
6. Neither the Program Specialist nor the IOFA Executive Director is an employee of the County and neither is not entitled to any of the benefits County employees are entitled to, including but not limited to vacation, health insurance, or Worker's Compensation benefits. To the extent IOFA provided any similar benefits, IOFA shall be solely responsible for providing such benefits and neither IOFA, its Executive Director or the Program Specialist shall seek payment from the County for any such benefits.
7. IOFA, its Executive Director, and the Program Specialist are independent contractors and are not agents of the County; nor will either make any such claim.
8. IOFA shall invoice the County in two installments as described in Part I of this Agreement with information sufficient to the SAO to support the amount invoiced.

**END OF PART III**

**EXHIBIT A: GRANT AGREEMENT**



Down # 70

OFFICE OF THE STATE'S ATTORNEY  
COOK COUNTY, ILLINOIS

ANITA ALVAREZ  
STATE'S ATTORNEY

DANIEL KIRK  
CHIEF OF STAFF  
69 W. WASHINGTON, SUITE 3200  
CHICAGO, ILLINOIS 60602

To: Honorable President and Members  
Cook County Board of Commissioners

Transmitting a Communication, dated September 10, 2012 from

Daniel Kirk, Chief of Staff, State's Attorney's Office

Requesting authorization to accept a grant award in the amount of \$500,000 from the U.S. Department of Justice, Office for Victims of Crime for the Cook County Enhanced Collaborative Model to Combat Human Trafficking Task Force. This award will allow the Office to dedicate two Assistant State's Attorneys (ASAs) and one investigator to the Human Trafficking Task Force. These grant-funded staff will investigate and prosecute proactive and reactive human trafficking cases for the Office, will provide guidance and direction to other human trafficking ASAs and investigators, and will participate in all Task Force activities. In addition, the program will allow the Office to enter into a contract with the International Organization for Adolescents (IOFA) to fund a portion of the salary costs for a new Program Specialist position within IOFA. The remaining costs of the Program Specialist position will be funded through our collaborative partner agency, Salvation Army, under a separate grant award that they were awarded. This grant-funded position would be dedicated to the Task Force and will help facilitate the goals and activities of the grant, support the Office and Salvation Army as needed, and work with key staff from both partner organizations as well as other Task Force member agencies. The twenty-five percent match requirement for this award will be fulfilled with the in-kind salary and fringe benefits of the grant-funded investigator. Requesting authorization to enter into a subcontract with the following vendor associated with this grant award:

<u>VENDOR</u>	<u>REQ. NO.</u>	<u>CONTRACT AMOUNT</u>
International Organization for Adolescents (IOFA) (Chicago, IL)	26250107	\$40,000

Estimated Fiscal Impact: \$229,787 [(Required Match: \$182,447 (\$146,322 from 250:110 and \$36,125 from 250:170-179) Total Over Match: \$47,340 (\$40,000 from 250-818, \$7,340 from 250:110)]. Grant Award: \$500,000. Funding Period: October 1, 2012 through September 30, 2014.

Please contact Nicole Kramer, Director of Programs and Development, at (312) 603-1879 if additional information is needed.

Sincerely,

Daniel Kirk  
Chief of Staff

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 02 2012

Cc: Raymond Balcarcel

GOM



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Cooperative Agreement

PAGE 1 OF 7

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Cook County State's Attorney's Office 69 West Washington Suite 3200 Chicago, IL 60602-3174		4. AWARD NUMBER: 2012-VT-BX-K007	
		5. PROJECT PERIOD: FROM 10/01/2012 TO 09/30/2014 BUDGET PERIOD: FROM 10/01/2012 TO 09/30/2014	
		6. AWARD DATE 09/06/2012	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 366006546		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Cook County Enhanced Collaborative Model to Combat Human Trafficking Task Force		10. AMOUNT OF THIS AWARD \$ 500,000	
		11. TOTAL AWARD \$ 500,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY 2012 (BJA - Trafficking) 22 USC §7101 et seq.; Pub. L. No. 112-55, 125 Stat. 552, 615.			
15. METHOD OF PAYMENT GRIS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Mary Lou Leary Acting Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Anita Alvarez State Attorney	
17. SIGNATURE OF APPROVING OFFICIAL <i>Mary Lou Leary</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Anita Alvarez</i>	19A. DATE 9/7/2012
AGENCY USE ONLY		AGENCY USE ONLY	
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR PUND CODE SUB. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X D VT 80 00 00 500000		21. LVTUNTI093	

OSP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OSP FORM 4000/2 (REV. 4-88)



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Cooperative Agreement

PROJECT NUMBER 2012-VT-BX-R007

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

00



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Cooperative Agreement

PAGE 3 OF 7

PROJECT NUMBER 2012-VT-IX-K007

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at [www.ojp.gov/funding/confeost.htm](http://www.ojp.gov/funding/confeost.htm).
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.
14. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).
15. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

*Handwritten initials*



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Cooperative Agreement

PAGE 4 OF 7

PROJECT NUMBER 2012-VT-BX-K007

AWARD DATE 09/09/2012

*SPECIAL CONDITIONS*

16. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2012-VT-BX-K007 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
17. The recipient agrees to track and report to BJA on its training and technical assistance activities and deliverables progress using the guidance and format provided by BJA.
18. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
19. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
20. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
21. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
22. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

*ArA*



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Cooperative Agreement

PAGE 5 OF 7

PROJECT NUMBER 2012-VT-BX-K007

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

23. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

24. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
25. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ff\\_report.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf)), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
26. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

*a.a*



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Cooperative Agreement

PAGE 6 OF 7

PROJECT NUMBER 2012-VT-BX-K007

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

27. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

OJP will provide further instructions regarding the submission of this data at a later time.

*a.a*



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

AWARD CONTINUATION  
SHEET  
Cooperative Agreement

PAGE 7 OF 7

PROJECT NUMBER 2012-VI-DX-K007

AWARD DATE 09/06/2012

*SPECIAL CONDITIONS*

28. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

*Q.A.*



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**  
Cooperative Agreement

PROJECT NUMBER

2012-VT-BX-K007

PAGE 1 OF 1

This project is supported under FY 2012 (BJA - Trafficking) 22 USC §7101 et seq; Pub. L. No. 112-34, 125 Stat. 552, 615.

**1. STAFF CONTACT (Name & telephone number)**

Tuhtia M. Barringer  
(202) 616-3294

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Nicole Kramer  
Director of the Programs and Development Unit  
69 West Washington, Suite 3200  
Chicago, IL 60602  
(312) 603-1879

**3a. TITLE OF THE PROGRAM**

BJA FY 12 Enhanced Collaborative Model to Combat Human Trafficking

**3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)**

**4. TITLE OF PROJECT**

Cook County Enhanced Collaborative Model to Combat Human Trafficking Task Force

**5. NAME & ADDRESS OF GRANTEE**

Cook County State's Attorney's Office  
69 West Washington Suite 3200  
Chicago, IL 60602-3174

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 10/01/2012 TO: 09/30/2014

**8. BUDGET PERIOD**

FROM: 10/01/2012 TO: 09/30/2014

**9. AMOUNT OF AWARD**

\$ 500,000

**10. DATE OF AWARD**

09/06/2012

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

This award is made under a program entitled "FY 2012 Enhanced Collaborative Model to Combat Human Trafficking". This cooperative agreement reflects the continuing commitment of the Department of Justice to enhance the law enforcement and social service fields' response to victims of human trafficking. The purpose of this award is to support a comprehensive approach to combating human trafficking in all forms; sex trafficking and labor trafficking of foreign nationals and U.S. citizens (male and female, adults and minors, including transgender individuals). The task force, through an award to a law enforcement agency and a victim service provider, will work collaboratively among themselves and other key stakeholders/partners to: 1) conduct proactive, victim-centered trafficking investigations; 2) provide a comprehensive array of restorative services to meet each victim's individual needs; 3) support the prosecution of trafficking crimes on state and federal levels; and 4) conduct training and public awareness activities that enhance community capacity to identify trafficking crimes and provide culturally appropriate, trauma-informed services to all trafficking victims identified within the geographic region. *CANCF*

aa



Department of Justice  
Office of Justice Programs  
*Bureau of Justice Assistance*

---

Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Orbin Terry, NEPA Coordinator

**Subject:** Categorical Exclusion for Cook County State's Attorney's Office

The purpose of this award is to support a comprehensive approach to combating human trafficking in all forms; sex trafficking and labor trafficking of foreign nationals and U.S. citizens (male and female, adults and minors, including transgender individuals). The victim service provider will work in partnership with the BJA recipient funded under this award to: 1) conduct proactive, victim-centered trafficking investigations; 2) provide a comprehensive array of restorative services to meet each victim's individual needs; 3) support the prosecution of trafficking crimes on state and federal levels; and 4) conduct training and public awareness activities that enhance community capacity to identify trafficking crimes and provide culturally appropriate, trauma-informed services to all trafficking victims identified within the geographic region.

None of the following activities will be conducted either under the OJP federal action or a related third party action: 1) New construction; 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; 3) A renovation which will change the basic prior use of a facility or significantly change its size; 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or 5) Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

*a.a*

**EXHIBIT B: PROGRAM NARRATIVE**

## I. Problem Statement

Human trafficking constitutes an increasing threat to freedom and safety across this country and within Cook County, Illinois. Generating billions in illicit profits each year, global human trafficking now ranks as the second most-profitable criminal business; it is tied with illegal arms dealing and second only to narcotics-trafficking worldwide.<sup>1</sup> This international industry victimizes both children and adults, both men and women, and it deprives all of its victims of basic human dignity. Human trafficking includes sex trafficking and labor trafficking, such as involuntary servitude, debt bondage or slavery.

While the available data still provides an incomplete picture of the extent of this national crisis, we know that the United States constitutes not only a source but also a destination country for men, women, and children subjected to trafficking in persons.<sup>2</sup> Moreover, according to a Special Report by the U.S. Department of Justice, "Federally funded human trafficking task forces opened 2,515 suspected incidents of human trafficking for investigation between January 2008 and June 2010."<sup>3</sup> Of these cases approximately 80% of cases were classified as sex trafficking and 10% of the cases were classified as labor trafficking.

In Cook County, the problem presents an even more acute risk to public safety. In 2003, the FBI designated Chicago as one of thirteen locations of High Intensity Child Prostitution, and listed Chicago as a major sex trafficking center.<sup>4</sup> For example, studies within the Chicago metropolitan area and within the city of Chicago have attempted to quantify the number of

---

<sup>1</sup> "The World's Most Lucrative Business Markets." *Business Pundit* (2010): Web, 26 May 2010.

<http://www.businesspundit.com/the-worlds-most-lucrative-business-markets/>

<sup>2</sup> US Department of State. (2010). *Trafficking in Persons Report 2010*. Washington, DC: Office of the Under Secretary for Democracy and Global Affairs and Bureau of Public Affairs electronic text:

<http://www.state.gov/documents/organization/142979.pdf>

<sup>3</sup> US Department of Justice. (2011). *Characteristics of Suspected Human Trafficking Incidents, 2008-2010*.

<http://bjs.ojp.usdoj.gov/content/pub/pdf/cshti0810.pdf>

<sup>4</sup> *The Federal Bureau of Investigation's Efforts to Combat Crimes Against Children*. 2009. Office of the Inspector General.

children commercially exploited for sex trafficking; these studies report numbers ranging from 1,800 to 16,000.<sup>5,6</sup> Another study reported that in metropolitan Chicago, an estimated 16,000 to 25,000 women and girls are victimized in prostitution annually. In a survey of 222 Chicago women involved in prostitution, one third of these women exchanged sex for money by the time they were 15 years old, and sixty-two percent began by the age of 18.<sup>7</sup>

Unfortunately, law enforcement still faces many challenges in combating trafficking and the elusive nature of trafficking victims remains one of the key obstacles to the successful prosecution of such cases. Minor victims of trafficking are perhaps the most difficult to detect and recover. Through trauma-bonds with their traffickers, child victims frequently misrepresent their age and identity, and often present to law enforcement as mere runaways, truants or drug users, and thus fall within the purview of routine child protection cases. In fact, one study on the commercial exploitation of children found that "once out on the street, one out of every three teens will be lured toward prostitution within 48 hours of leaving home."<sup>8</sup>

In labor trafficking cases (including domestic servitude, manufacturing and agricultural work), law enforcement often must overcome significant language barriers and cultural differences, as well as the silence of some victims who fear deportation. Even trafficked persons who have entered the country with temporary legal status, such as a valid visa, can be vulnerable if they do not have control of their documents or if they have been subjected to fraud and intimidation by the traffickers when recruited and transported into this country. According to one study, "if trafficking victims are not immediately identified as such, they risk being deported

<sup>5</sup> Ashley, Jessica, "The Commercial sexual exploitation of children and youth in Illinois," Chicago, IL: Illinois Criminal Justice Information Authority, 2008.

<sup>6</sup> O'Leary, Claudine, and Olivia Howard, "The Prostitution of Women and Girls in Metropolitan Chicago: A Preliminary Prevalence Report," Chicago, IL: Center for Impact Research, 2004.

<sup>7</sup> Montes, Peggy, and Jennifer Vidis, "The Realities of Human Trafficking in Cook County: Strategies for Ending the Exploitation of Women and Girls," Chicago, IL: The Cook County Commission of Women's Issues, 2007.

<sup>8</sup> Priebe, Alexandra, and Suhr, Cristen., "Hidden in Plain View: The Commercial Sexual Exploitation of Girls in Atlanta," Atlanta, GA: A Study of the Atlanta Women's Agenda, 2005.

and therefore further victimized due to their undocumented status or visa overstays.”<sup>9</sup>

Overall, these cases often involve isolation techniques and the restriction of independent movement, and thus the victims’ “lack of English proficiency makes them potentially less able to escape their traffickers” and undermines the “efforts of law enforcement and service providers to outreach to communities where trafficking victims may be located.”<sup>10</sup> Even when victims can be located and protected for trial purposes, the prosecution of a trafficking case remains fraught with evidentiary problems, because the traumatized victims often make poor witnesses or remain hostile to the prosecutors due to the ongoing abuse and indoctrination of the traffickers themselves.

In light of the above, it is necessary to approach human trafficking cases as “victim-centered” and not “victim-built” i.e., an approach centered upon serving the victims of trafficking without placing the entire weight of prosecuting traffickers upon the victims’ shoulders. “The most frequently identified barrier to law enforcement adequately addressing human trafficking was the reluctance of victims to come forward due to fear of retribution or distrust of law enforcement.”<sup>11</sup> Given this reluctance, future prosecutions can no longer simply rely upon traditional “reactive” investigations to fight human trafficking, and instead they must conduct proactive, organized crime-based operations using modern investigative tools and working collectively with diverse agencies.

In this effort, the Cook County State’s Attorney’s Office (SAO) drafted and obtained passage of groundbreaking legislation that was signed into law on August 20, 2010 in Illinois, commonly referred to as the “Illinois Safe Children Act” HB 6463 (“Safe Children Act”). The

---

<sup>9</sup> Jones, Curtis and Paulette Yousefzadeh, “Victims of Human Trafficking in the Midwest: 2003-2005 Needs Assessment and Program Evaluation Commissioned by the Office for Victims of Crime, Department of Justice,” Chicago; The Mid-America Institute on Poverty of Heartland Alliance, April 2006.

<sup>10</sup> Ibid.

<sup>11</sup> Ibid.

Safe Children Act assists the SAO in building human-trafficking cases that are "victim-centered" but not "victim-built," especially cases involving the commercial sex-trafficking of children. It contributes to our success in correctly identifying prostituted children as victims and ensuring that they are not inappropriately charged as juvenile prostitutes. This law amends our state's existing statutes to provide for the transfer of jurisdiction over children who are arrested for prostitution from the criminal system to the child protection system, with special provisions to facilitate their placement in protective custody if necessary. Among its components, the legislation also increases criminal penalties, limits affirmative defenses, expands vehicle impounding provisions for crimes related to sex exploitation, and supports the criminal, financial and forfeiture investigations of these organized crime rings by permitting officer-safety overhears for undercover operations, and adding the crime of human trafficking to list of predicate offenses subject to court-ordered interceptions.

In an effort to build upon the success of the Safe Children Act, the SAO, along with members of the Cook County Enhance Collaborative Model to Combat Human Trafficking Task Force (Task Force), drafted additional legislation that would further the goal of holding human trafficking offenders responsible for their actions. Specifically, the new legislation would require sex traffickers to register with the Illinois sex offender registration system. Also, the proposed legislation would revamp the fines provisions to streamline the process of getting needed funds to police operations and to social service providers working directly with our trafficking victims. In addition, the new legislation would expand the scope of the trafficking offenses in Illinois to better model the Federal TVPA, and would permit an extended statute of limitations for minor victims of trafficking.

Despite the desperate need in Cook County to address this crime, appropriate social

services and other relief for victims is still lacking. Even though a number of excellent programs exist in the Cook County area, they operate without sufficient staffing and resources to provide the crucial services to human trafficking victims. Through the interactions and collaboration among its members, the Task Force has also learned that there are no quick fixes for our victims. Victims often require many hours (over many weeks and months) of services to secure their safety and return to a life free of exploitation. Whether a victim is female or male, adult or child, or has experienced sex trafficking or labor trafficking, they remain at risk for lasting trauma as a result of their victimization. Such trauma is a normal reaction to an abnormal event, an event where overwhelming demands have been placed on one's physiological well-being. Furthermore, this trauma manifests in victims in many ways that negatively impact law enforcement investigations and prosecutions.

Because of this dynamic, the members of our Task Force work from a trauma-informed perspective and possess a trained understanding of trauma-based reactions. In fact, our Task Force includes a core partnership with The Salvation Army's Trafficking Outreach Program Initiative Techniques (STOP-IT) and the extensive network of providers that they bring with them. This collaboration constitutes a vital force-multiplier in the fight against human trafficking. Indeed, in order to maximize the positive effect of such services, the Task Force has embedded service providers into police operations at the onset of investigations in order to ensure that victims of human trafficking receive real-time social service referrals upon their first contact with law enforcement. As the primary service provider for the Task Force since its inception, STOP-IT employs an empirically-based protocol to identify and address safety and psychological barriers to victims leaving trafficking entrapments, and they continue to provide direct outreach and services to all victims of sex and labor trafficking, including both male and

female, adult and minor, as well as foreign national and domestic victims,

Through the work of the Task Force, all partners will continue to build their capacity in meeting the objectives of the grant. As a partner in the Task Force, STOP-IT will participate in routinely scheduled meetings to help identify cases and to ensure that immediate access to service providers is provided when victims are encountered by law enforcement. They will serve as a consultant on specific cases, and they will remain co-located in the SAO office space and embedded within ongoing investigations to provide immediate service on relevant take-downs and to otherwise link victims to any necessary services. Working together, both partners will adhere to the policy that investigations and prosecutions must remain victim-centered but not victim-built. By embedding STOP-IT from the inception, the Task Force attempts to seek early victim participation as well as to provide supportive services that may be necessary during the prosecution of offenders. Likewise, the Task Force will continue to make referrals for identified victims seeking immigration relief in conjunction with their criminal case, including maintaining a protocol for requesting and completing the I-918 certifications (U Visa requests) and T-Visas.

Without the help of federal grant funding, the Task Force partners could not continue to work these cases, especially within the current economic crisis and county budget cuts. With assistance, however, the Task Force shall expand the data-driven evaluation of intel and thus increase the potential sources of human trafficking cases. In addition to its outreach and training efforts, the Task Force will further increase the amount of human trafficking cases that are investigated and prosecuted, as well as the number of victims identified and served. For example, since inception of the Task Force, only seven out of 54 charged cases of human trafficking originated from suburban areas, and the Illinois State Police has failed to identify any cases of human trafficking. With additional training directed toward suburban police

departments and community agencies, as well as training for the Illinois State Police, the Task Force plans to address these shortfalls in the future.

## **II. Project Goals and Objectives**

Through the Office for Victims of Crime's FY 2012 Enhanced Collaborative Model to Combat Human Trafficking funding, the SAO, STOP-IT and International Organization for Adolescents (IOFA), will continue to conduct proactive investigations of sex trafficking and labor trafficking crimes within Cook County and the Northern District of Illinois, support the prosecution of trafficking crimes on state and federal levels, enhance community capacity to identify and report trafficking crimes, identify victims of all forms of human trafficking, and provide comprehensive services to meet each victim's individualized needs, as defined by the TVPA, within the jurisdiction of Cook County and the Northern District of Illinois. In order to achieve these goals we will work to:

- 1) Increase the identification of trafficking victims through proactive law enforcement, which is victim-centered and collaborative across levels of government;
- 2) Increase the capacity of law enforcement officers to recognize human trafficking and identify victims through training and public awareness;
- 3) Provide high quality and timely comprehensive services to victims of human trafficking;
- 4) Enhance the ability of professionals and key stakeholders within the community to better understand human trafficking and more effectively identify and serve victims;
- and 5) Enhance interagency collaboration and the coordinated community response to victims of trafficking.

In addition to the objectives established in the parameters of the grant application, the SAO and STOP-IT will also work to:

- 1) Increase the # of trainings conducted for law enforcement, prosecutors, service

providers, and other appropriate community members on human trafficking; 2) Increase the # of direct services provided to victims of human trafficking; 3) Increase the # of investigations and prosecutions of human trafficking cases by increasing the amount of shared intelligence with law enforcement partners within the Task Force agencies; 4) Increase the # of investigations of human trafficking cases by increasing the knowledge base of affiliate law enforcement agencies as to recognition of human trafficking, thereby increasing the # of arrests and increasing the number of cases prosecuted by the SAO; 5) Increase the # of community education presentations conducted in an effort to change the community's perception that victims of trafficking are not criminals, but victims and should be treated as such; 6) Increase the # of trafficking victims served; and 7) Increase in the # of collaborative partners working to provide services to victims.

As stipulated under the Government Performance and Results Act and required under the Office for Victims of Crime's FY 2012 Enhanced Collaborative Model to Combat Human Trafficking funding, the SAO and STOP-IT will commit to gathering and maintaining the following data that is necessary to support the required performance measures:

- The # of new foreign persons and domestic persons believed through task force investigation and contact to be *potential* victims of a severe form of trafficking, broken down by type of trafficking (sex/labor).
- The # of foreign persons and domestic persons believed through task force investigation and contact to be *actual* victims of a severe form of trafficking, broken down by type of trafficking (sex/labor).
- The # of foreign persons and domestic persons *confirmed not to be a victim* of a severe form of trafficking, broken down by type of trafficking (sex/labor).

OVC FY12 Enhanced Collaborative Model to Combat Human Trafficking  
Cook County State's Attorney's Office, Chicago, Cook County, Illinois

- The # of the following audiences reached during the reporting period through training or public awareness presentations: health, law enforcement, code enforcement, social services, transportation workers, schools.
- The # of trainings or public awareness presentations conducted during the reporting period.
- The # of persons in attendance at trainings or public awareness presentations during the reporting period.
- The # of new foreign national trafficking victims served for the first time period broken down by the type of trafficking (sex/labor).
- The # of new domestic trafficking victims served for the first time during the reporting period, broken down by the type of trafficking (sex/labor).
- The total # of trafficking victims served.
- The # and types of services provided to trafficking victims during the reporting period, broken down by type of service.
- The # of professionals who receive training in identifying human trafficking and serving victims.
- The # of collaborative partners serving trafficking victims.

To aid in the collection and maintenance of this data, the SAO and STOP-IT are requesting federal funds to subcontract with IOFA to jointly fund a part-time Program Specialist who would be dedicated to the management of the Task Force. This Program Specialist is responsible for not only collecting the evaluation measures listed above, but also for collating the data for quarterly reports and assisting in the preparation of quarterly, semi-annual, and closeout reports as required. Applicable information will be extracted from the monthly reports from the

Internet Crimes Against Children (ICAC) Task Force members (such as the "child prostitution" information) and submitted through the Task Force. In addition to this source of data, statistics will be gathered from our partner agencies. In addition, the SAO will continue to work with local law enforcement to ensure that human trafficking incidents are reported and kept updated within the HTRS database. Likewise, STOP-IT will ensure that services provided to victims are reported within the TIMS database. Furthermore, evaluations will be conducted at all trainings and community presentations conducted by members of the Task Force.

### **III. Project Design/Implementation Plan**

Since its inception, the SAO's Human Trafficking Unit has already charged a total of 51 defendants in 31 indictments. These 31 indictments seek justice for at least 44 identified victims, of which at least 20 were children, and these numbers remain supplemented by the efforts of the Sawyer case indicted by our collaborative partners at the United States Attorney's Office for the Northern District of Illinois (USAO), with the assistance of both SAO and STOP-IT (the Sawyer case involved 17 victims, of which 11 were minors). Many of the charged offenders not only face trafficking-related offenses, but also face charges for other violent crimes, including rape, kidnapping, home invasion, attempted murder, aggravated domestic battery, and murder. Among the successes noted above, the SAO's commitment to proactive investigations and prosecutions yielded several historic victories.

For example, in August 2011, the SAO made arrests in Operation "Little Girl Lost" in which prosecutors employed the nation's first-ever state human trafficking wiretap in an 18-month investigation into gang-related sex-trafficking. In addition to charging ten violent street-gang members with sex-trafficking young women and children on the street and the internet, this operation also recovered numerous trafficking victims, including more than a dozen minors.

During this long-term investigation, the Task Force simultaneously addressed the demand side of the problem by arresting more than 700 customers or "johns" in its related "demand-suppression" missions; these "johns" were prowling the same tracks where the charged traffickers were peddling their child victims. During the operation, the victims also received real-time referrals to social service providers or child protective services upon their contact with law enforcement, and the final takedown entailed unprecedented collaboration between law enforcement, STOP-IT, and the Department of Children and Family Services. In the 147-count indictment, prosecutors charged each of the ten lead defendants with Class X human trafficking offenses, and the case remains pending in court with each defendant now facing six to thirty years in prison.

The SAO also secured Illinois' first guilty plea and the first jury trial conviction under the Illinois Trafficking in Persons and Involuntary Servitude statute since the law was enacted in 2005. Specifically, two defendants who are twin brothers pled guilty to using beating and threats to force two victims (aged 17 and 18) to perform sex acts for money provided to the defendants. On March 28, 2011, the SAO also secured a jury verdict against another defendant who received an 18-year prison term for forcing three women into sex-trafficking through violent beatings, threats, and intimidation.

The Task Force has also had unprecedented success in applying the collaborative model to battling the problem of human trafficking. Prior to receiving the FY2010 grant funding, the Task Force started applying our new model to better serve the community, and such collaboration in human trafficking investigations has uncovered evidence leading to spin-off cases charging murder, rape, and public corruption. Additionally, in April 2010, the SAO joined forces with the Chicago Police Department (CPD), STOP-IT, and numerous other city of

Chicago agencies (Fire Dept., health inspectors, Dept. of Buildings) to address a problematic motel on Chicago's south side, which had become a haven for gang members selling sex and drugs during the day directly across the street from a well-attended community church. Through a proactive collaborative effort, the Task Force partners obtained the arrest and conviction of the security guard who was running the illegal enterprise, shut-down the motel for good, and provided on-scene services to victims with our embedded service partners.

The Task Force also succeeded in its goal to train law enforcement, first responders, service providers, and the community at large, and it will continue to provide trainings to enhance the community's capacity to identify and report trafficking crimes by conducting training, public awareness and other outreach activities. For instance, in partnership with IOFA, the SAO and STOP-IT have already directly trained over 479 law enforcement professionals, attorneys, social service providers, and others. As part of an unprecedented opportunity to work directly with schools, the grant partners at the USAO and STOP-IT also conducted community outreach to the Chicago Public School system that resulted in requests for additional trainings in the future.

Likewise, on August 23-24, 2011, the Task Force also hosted its first human trafficking conference. With more than 160 registrants from law enforcement, service providers, academia, and other fields, the conference offered trainings on advanced topics in human trafficking, including forensic interviewing, investigative techniques, trauma informed services, trends in labor trafficking, corporate social responsibility, "end demand" campaigns, and others. Currently, planning is now underway for the Second Cook County Human Trafficking Conference in Chicago in August 2012, and the Task Force will coordinate the third Cook County Human Trafficking Conference in late 2013.

Finally, the Task Force will deliver no less than 72 site specific trainings throughout the region over the two year project period, and conduct 24 community outreach and public awareness events. The site specific trainings will be provided on site at local agencies, schools, hospitals, law enforcement agencies, first responders, prosecutors and worker's rights groups. The trainings will be tailored to the needs of the specific agency or host site requesting the training.

Through OVC's FY 2012 Enhanced Collaborative Model to Combat Human Trafficking, SAO and STOP-IT seek grant funding to be able to have the fiscal resources to continue to commit two additional SAO prosecutors (as well as one in-kind investigator) as well as one full-time STOP-IT program manager and three full-time outreach workers to:

- Conduct proactive investigations of human trafficking (including juvenile sex-trafficking, forced sex-trafficking, and labor-trafficking crimes) within Cook County and the Northern District of Illinois;
- Enhance community capacity to identify and report human trafficking crimes; and
- Identify and help serve victims of all forms of human trafficking, as defined by the Trafficking Victims Protection Act (TVPA), within the jurisdiction of Cook County and the Northern District of Illinois.

The Task Force will continue to operate the Human Trafficking Task Force under the co-leadership of the SAO and the USAO, in partnership STOP-IT, and with subcontractor IOFA. Through a clearly-defined law enforcement working group and the employment of a broad network of social service providers embedded within active criminal investigations, the members of the Task Force represent a response to human trafficking that can conduct multi-disciplinary investigations that are mission-driven and intelligence-based.

Specifically, in addition to the SAO and USAO, the "law enforcement working group" (LEWG) of the Task Force (which conducts meetings on a monthly basis) includes representatives from the Chicago Police Department (CPD), which is largest law enforcement agency in our jurisdiction, the Department of Homeland Security-Bureau of Immigration and Customs Enforcement (ICE), the Federal Bureau of Investigation (FBI), the Illinois State Police (ISP), and the Cook County Sheriff's Police (CCSP), the U.S. Department of Labor (DOL), as well as key intelligence centers such as the National Fusion Center, and the Domestic Highway Enforcement (DHE) Strategy -- High Intensity Drug Trafficking Area (HIDTA). The LEWG also enjoys established contacts with the Bureau of Alcohol, Tobacco and Firearms (ATF), the Internal Revenue Service (IRS), Financial Crimes Enforcement Network (FinCEN), and the United States Secret Service, whenever the need should arise for their specialized services. Other federal, state and local regulatory departments also collaborate with the Task Force on a case by case basis, such as the Department of Buildings, the Department of Licensing, as well as the City and County Inspector General offices.

The Task Force is physically housed in the Organized Crime Unit of the Special Prosecutions Bureau of the SAO in Chicago. The Organized Crime Unit is an intelligence-based unit that conducts proactive, long-term investigations. The prosecutors within this unit work hand in hand with other law enforcement agencies, particularly intelligence units like the Cook County Jail Intelligence Unit, which is located next door in the County Jail, and Chicago Police Department's Organized Crime Division which is less than a mile away in the Homan Square police facility. Homan Square includes a wire room, dedicated Vice and Intel squads, as well as in-house FBI agents, as part of the FBI's Innocence Lost/Crimes Against Children project.

The Task Force shall remain under the supervision of the Bureau Chief of Special Prosecutions, Jack Blakey, who is currently cross-designated as both an ASA for Cook County as well as a Special Assistant United States Attorney for the Northern District of Illinois. The close partnership between the SAO and the USAO has been demonstrated by numerous joint investigations resulting in prosecutions by both offices. Since the 2010 funding, Assistant U.S. Attorney Michelle Nasser has also been cross-designated to the SAO. Due to the strong relationship between the SAO and the USAO, the location of the Task Force and working group meetings will alternate between the USAO and the SAO. Since 2010, this working group has met as a sub-group of the Task Force. In addition to the two designated SAO prosecutors and one SAO investigator dedicated to this grant, the space will also accommodate the social service taskforce partners from STOP-IT and the IOFA. Additional law enforcement taskforce partners from the FBI and CPD, will also be co-located in the nearby police intelligence facility at Homan Square. ASA Blakey and at least one grant-funded staff member will participate in the mandatory OJP sponsored trainings and conferences.

The grant-funded Deputy Supervisor ASA will investigate and prosecute proactive and reactive human trafficking cases for the SAO, provide guidance and direction to other human trafficking ASAs and investigators, and participate in all Task Force activities. The second grant-funded ASA and investigator will assist in the development, investigation and prosecution of proactive and reactive human trafficking cases, as well as participate in other Task Force activities.

The SAO has experience working with the three existing relevant task forces in our area. In 2004 the Cook County Internet Crimes Against Children (CC-ICAC) Task Force was formed. The CC-ICAC Task Force, which is funded through a grant awarded by the Office of Juvenile

Justice and Delinquency Prevention (OJJDP), has provided and continues to provide training and equipment to its members. In addition, the ICAC-CSEC (Commercial Sexual Exploitation of Children) program received funding in 2010. One of the technology-facilitated crimes that are investigated and prosecuted within the scope of the ICAC is the commercial sexual exploitation of children investigations.

Historically, two other task forces have been formed in Chicago and Cook County. The SAO has been involved in both of these task forces from their inception. Prior to its dissolution in 2011, the Chicago Regional Trafficking Task Force had been formed by CPD and funded by the Department of Justice. In the past, this effort responded to human trafficking of both adults and children, and its members included both federal and local law enforcement, federal and local prosecutors and many service organizations. The Cook County Enhanced Collaborative Model to Combat Human Trafficking Task Force significantly enhanced the work begun by the Chicago Regional Trafficking Task Force. The other task force operating in our area is the Partnership to Rescue Our Minors from Sexual Exploitation (PROMISE) Task Force. This operation is managed by a Salvation Army volunteer, and it has been in operation since January of 2005.

As part of the current Cook County Enhance Collaborative Model to Combat Human Trafficking Task Force, an ongoing LEWG engages in the following practices and will continue to follow these practices under the Task Force. During the monthly LEWG meetings (or as necessary between meetings), state and federal prosecutors lead a discussion of each open investigation, and cases and investigative actions are coordinated and de-conflicted. In this way, the LEWG can maximize all resources by sharing information regarding potential informants or targets across different agencies and cases; upon the completion of each investigation, the

offenders can be prosecuted in either the federal or state system, or via a joint state-federal prosecution as appropriate.

The LEWG also pursues investigative leads developed via the SAO's four neighborhood based Community Justice Centers (CJC) located in relevant areas of Chicago, and leads derived from other SAO criminal and civil matters. In addition, Task Force staff and partners make use of the CJC and their extensive networks of community based organizations and leaders to conduct public education and community outreach to raise awareness of human trafficking issues, identify potential targets and additional resources for victims. Using established protocols within the SAO, important leads from these matters are funneled to the Task Force for investigation, including mining data from the SAO's established protocol with the National Human Trafficking Hotline and a mechanism in which the SAO's set-up a Tip-Line Email for our service provider partners to forward tips, info, intelligence regarding potential incidents of human trafficking.

Indeed, the central approach of the LEWG is to build cases based upon, among other things, electronic surveillance and a financial work up of the trafficking offenders. This type of organized crime investigation relies heavily upon the analysis of data, including financial information, electronic communications, and data from regulators.<sup>12</sup> For example, the information obtained from DHE's license plate readers can identify patterns, trafficking routes, methods of money laundering, potential targets and significant locations. Specifically, DHE's strategy currently utilizes "plate readers" for data collection and investigation purposes. An automatic image is taken of an automobile's license plate and the person driving it. From this raw data, it can be determined that certain people are continually travelling a particular route or

---

<sup>12</sup> For example, working with Department of Labor regulators allows for collection of data regarding worker condition complaints and OSHA violations that is useful in labor trafficking investigations.

that one car is following another. When combined with surveillance data and wiretap information, it can be shown that human trafficking targets are not only operating in one particular area but rather are maintaining routes that impact other jurisdictions.

Finally, the LEWG also utilizes its collective knowledge of each case (victims, circumstances, intelligence) to identify the appropriate service partner to be embedded in the take-down of offenders in order to deliver services to victims at the earliest possible moment. Beyond the LEWG meetings, the Task Force also coordinates broader-based meetings on a regular basis between law enforcement entities and other anti-human trafficking stakeholders, including social service NGOs and a diverse collection of community groups.

The Task Force also employs the services of the SAO's own Investigations Bureau which staffs over 150 investigators who possess full police powers as sworn officers under the Illinois law. Specifically, under the Task Force, the SAO's Investigations Bureau investigates both reactive and proactive cases, and it provides rapid response on these cases to cover operations as needed. These operations include conducting surveillance to support the interception of electronic communications, and conducting investigations to corroborate information obtained electronically or through the use of confidential informants.

The Task Force also identifies and coordinates service providers for each case and seeks their assistance as needed from the inception of each investigation. As noted above, the lead social service partner for the Task Force is STOP-IT. Although STOP-IT does not provide every necessary service themselves, they possess an established service provider network to ensure that all of a victim's needs are able to be addressed. They have also helped share referral information within investigations to ensure expeditious victim services. The Task Force intends to continue to expand upon this relationship.

As the lead service provider, STOP-IT offers a comprehensive service model to ensure that victims of human trafficking make informed decisions about the support they need to work through the impact of the crime, address the issues that shaped their trafficking situation, and assist victims in identifying and obtaining their personal goals. The comprehensive service model is based on a victim-centered approach, trauma-informed care, and the provision of wrap-around services that will meet the needs of each individual victim. The comprehensive service model is built upon the foundation of intensive case management and advocacy and is described more fully in Appendix C "The Plan for the Provision of Direct Service." STOP-IT outreach workers are highly trained case managers who demonstrate an awareness of the services and resources available to victims of trafficking, as well as an ability to network in order to access new services and resources for their clients.

Intensive case management begins with an intake and eligibility assessment. Referrals are made to STOP-IT from Task Force members, law enforcement, partner agencies, as well as through direct contact with potential clients. Staff accepts referrals 24 hours per day, seven days per week through the STOP-IT Hotline. Once a referral is made, an outreach worker meets one-on-one with the potential client at a location of the client's choice. The outreach worker seeks to determine eligibility as defined by the TVPA. Once a client is determined to be a victim of trafficking and agrees to work with STOP-IT, then the outreach worker completes a full intake with each client which is built upon the client's initial, medium, and long term goals. Together, the outreach worker and the client develop an Individualized Service Plan and a Safety Plan. The worker then begins immediately coordinating the necessary services and referrals so the client receives immediate, suitable and effective care.

STOP-IT not only provides direct services to victims but also has built up a vast network

of partner agencies in order to coordinate a community-wide approach to leverage resources for the provision of services for victims. STOP-IT provides intake and eligibility assessment, intensive case management and advocacy, assistance with clothing and food, group counseling, trauma counseling, personal finance classes, programs that help clients achieve self-sufficiency, crisis intervention through the 24 hour hotline, emotional and moral support, protection and safety planning, and transportation. All other services will be provided by partner agencies that are already providing services to STOP-IT clients through Memorandums of Understanding (MOU) Memorandums of Agreement (MOA), Linkage Agreements and Letters of Intent (LOI). See Appendix C for the list of the agencies that STOP-IT has formal agreements with.

---

Under the Task Force, IOFA brings an additional level of expertise to the Enhanced Collaborative Model by providing specially designed and tested training and technical assistance. They will facilitate the development of a Task Force vision, strategic plan and proposed agendas. IOFA utilized its experience and developed and facilitated nine other human trafficking task forces in the United States and internationally to ensure that Task Force meetings are not just information sharing sessions but instead working meetings that support proactive, collaborative investigations with continuous and well-managed follow-up. IOFA has developed an evaluation framework including the identification of key indicators and measures to be included in data collection and analysis. They have established the process for collection of data and provision of analysis to meet the requirements of the grant. Finally, IOFA assists in the development of protocols that is shared with other law enforcement and social service agencies on topics such as identifying victims of trafficking (adult and minor), determining eligibility, requesting continued presence and data collection and reporting. These protocols are shared electronically, via website, and promoted through training and community outreach.

Under the Task Force, data-collection shall be utilized both in designing evidence-based prevention programs and pursuing investigations. It is imperative to collect reliable data and track victims of human trafficking in order to ascertain what services are necessary for these victims, what services have the most impact with these victims, and what else needs to be done to help these victims survive their victimization.<sup>13</sup> All partners in the Task Force, under the expertise of IOFA and the LEWG, will develop and adhere to a defined process of gathering, analyzing, and sharing data consistent with the requisite confidentiality concerns. This process will also extend to partner task forces operating in conjunction with the Task Force.

#### **IV. Organizational Capability and Project Management**

With a population of more than 5.3 million persons and a geographic territory of 946 square miles, Cook County is the largest county in Illinois and the second most populous county in the United States. Consequently, the SAO is the second largest prosecutorial office in the country and the largest in Illinois. The SAO is responsible for prosecuting all felony and misdemeanor cases that occur throughout Cook County, and numerous civil cases under its state constitutional authority. The SAO has a long record of implementing and managing both local and federal grant programs. Presently, the Office has more than 30 grant-funded programs with over \$18 million in funding, more than 100 staff positions and subcontracts with community partners through local, state and federal grant programs and private foundations. Under the leadership of Nicole Kramer, the Programs and Development Unit (PDU) of the SAO develops and manages grant-funded programs and initiatives. The PDU is responsible for oversight of the Office's grant programs and initiatives while program supervisors are responsible for the day-to-day activities of the grant-funded staff. Through a joint effort of several units of the SAO

---

<sup>13</sup> Montes, Peggy A., and Jennifer Vidis, "The Reality of Human Trafficking in Cook County: Strategies for Ending the Exploitation of Women and Girls," Chicago, IL: The Cook County Commission of Women's Issues, 2007.

including PDU, fiscal control, program supervisors and bureau chiefs, each grant-funded program receives regular internal program reviews and evaluations, fiscal audits and needs assessments.

The Task Force is managed by ASA Jack Blakey. ASA Blakey is the Chief of the Special Prosecutions Bureau (which houses the SAO Human Trafficking Initiative) and is cross-designated as a Special Assistant United States Attorney for the Northern District of Illinois. ASA Blakey was employed as a federal prosecutor in Miami, Florida and Chicago, Illinois from 2000-2009. To this Task Force, he brings his experience with investigating and prosecuting human trafficking and organized crime cases at both the state and federal level. In addition, ASA Blakey was the principal drafter of the "Illinois Safe Children" Act that was signed into law in August 2010. The two ASA's requested through this grant are located in the Special Prosecutions Bureau and supervised by ASA Blakey. The one in-kind SAO investigator offered as the match requirement for the solicitation is technically part of the SAO's Investigations Bureau, which is led by Chief Jack Garcia, and detailed to the Special Prosecutions Bureau, led by ASA Jack Blakey.

For the past 125 years, The Salvation Army (TSA) has been one of the most recognizable and respected faith-based religious and charitable organizations in the world. TSA operates a comprehensive array of religious and social service programs throughout all 50 states and in 118 countries. The breadth of TSA's social programs and services extend into nearly all disciplines of social work. TSA operates many large social service centers, senior citizens' housing, domestic violence and children's shelters, camps, and drug and alcohol rehabilitation centers. TSA Metropolitan Division is one of the oldest faith-based charitable organizations in Chicago. The Metropolitan Division is the parent organization for Family and Community Services and

STOP-IT is a program of Family and Community Services, accredited by the Council on Accreditation, a nationally recognized credentialing organization.

The STOP-IT Program is administrated by TSA Family & Community Services, under the direction of the Stephen Lapse, a MSW/LCSW with over 25 years of advocacy, administration, program evaluation and community planning experience. Mr. Lapse was instrumental in the program development that led to TSA's initial outreach efforts to trafficking victims in Chicago area. The STOP-IT Initiative is led by Erin Knowles Wirsing, MSW, LCSW, Program Manager. Mrs. Wirsing is a nationally recognized speaker and trainer on the needs of trafficking victims. She has ten years of experience in the social work field and provides direct supervision to outreach workers, interns and volunteers working with STOP-IT. Chrissy Swanson, Contract and Grant Manager, provides additional oversight of the federal programs administered by Family and Community Services and has seven years of project management experience. The Enhanced Collaborative effort will also be supported by TSA Metropolitan Divisional Program Evaluator, John Ridings, Ph.D. Mr. Ridings has a doctorate in program evaluation and 15 years of experience developing evaluation tools for programs focused on outcome measurements.

STOP-IT outreach workers meet with the Program Manager, Erin Knowles Wirsing, for supervision once every two weeks. Supervision includes a review of each open case, client files and any staffing concerns. Supervision notes are kept and filed detailing action items for each topic discussed for both the outreach worker and the Program Manager. The entire STOP-IT team meets together once each month for administrative information sharing as well as peer support and case consultation. TSA screens every employee with a criminal background check upon application for employment and as a policy, does not hire anyone with an indicator of child

abuse, neglect, or felony charges. Additionally, within 90 days of hire, every TSA employee is required to complete "Safe From Harm" Training, the Salvation Army's national curriculum on keeping children and vulnerable adults safe.

STOP-IT's network of key service partners represents highly regarded organizations who have been providing excellent services in the Chicagoland area for decades. Each key service partner has received extensive training from STOP-IT on trauma-informed care and the victim-centered approach as well as the identification and needs of trafficking victims. Since 1975, Shelter, Inc. has been providing community based, emergency and longer-term housing for children and adolescents who are abused, neglected, dependent or in need of supervision. Shelter, Inc. has worked with STOP-IT since 2009. Lydia Home Association has been supporting the needs of children and families in the Chicagoland area for 95 years. Their Safe Families Program has been up and running since 2002 and has provided housing for numerous minor victims of trafficking. The South Suburban Family Shelter has been offering comprehensive services, including housing, for families affected by domestic violence since 1980 and has also housed STOP-IT clients.

Dr. Michael Errico, DDS has been providing services for STOP-IT clients for one year. He is a licensed dentist, with a private practice and 23 years of experience. Lawndale Christian Health Centers was founded in 1984 to improve the health of Chicago residents of the west side regardless of their ability to pay for services and is the first point of contact of trafficking victims requiring medical attention. Community Counseling Centers of Chicago (C4) were founded in 1972 to help people released from psychiatric hospitals into the Uptown and Edgewater communities. Since then C4 has expanded into a well-known community mental health agency. They provide trauma counseling and screening for trafficking victims. The Legacy Family

Center's counselor Nada Marie Brzovich, LCSW, ACSW is a therapist specializing in trauma counseling and counseling for victims under the age of 18. She has been working with STOP-IT since 2009. YWCA Metropolitan Chicago is the oldest women-focused social service organization in Chicago. The YWCA RISE Children's Center provides high quality, trauma-informed counseling services to victims of commercial sexual exploitation and their non-offending family members and provides high quality medical and legal advocacy services to CSEC victims. Victims who need legal immigration services will have access to the National Immigrant Justice Center, and those needing legal assistance on civil or family matters will have access to Cabrini Green Legal Aid. Both agencies have been serving victims since the 1970's.

Ms. Shelby French, MA/MSc has 20 years of experience in the fields of NGO management and development, social service provision, economic and community development, and the identification and treatment of trauma in vulnerable populations. Currently she is the Executive Director for IOFA and before that served on the IOFA board for two years. Additionally, Ms. French has served as the social services manager for the anti-trafficking program at Heartland Alliance and as a therapist for multi-cultural populations, working with victims and offenders of sexual abuse and violence at the Center for Contextual Change. She has a MA in social work from the School of Social Service Administration at the University of Chicago and a Master of Science in Development Studies from the School of Oriental and African Studies at the University of London. Ms. French would oversee the supervision of the Program Specialist position as well as the overall development and establishment of the proposed Task Force.

A Memorandum of Understanding (MOU) between the USAO, SAO and STOP-IT Initiative Against Human Trafficking has been in effect since December 28, 2010.

**EXHIBIT C: PROGRAM SPECIALIST JOB DESCRIPTION**



international organization for adolescents

## **International Organization for Adolescents (IOFA) Job Description**

**Title:** Program Specialist

**Reports to:** Executive Director

**Job Summary:** The International Organization for Adolescents (IOFA), an independent, nonprofit organization seeks an experienced Program Specialist to provide technical assistance in support of the objectives and activities for the OVC FY 12 Enhanced Collaborative Model to Combat Human Trafficking. The areas of support will include:

1. Collaborative task force development and facilitation
2. Community outreach and capacity building support

The Program Specialist will be responsible for providing direct support to the primary partners of the grant, Cook County State's Attorney's Office (CCSAO) and the Salvation Army (TSA). The Program Specialist will assist all key stakeholders with the development of a vision, strategic plan, goals and objectives and scheduled agendas for the Cook County Human Trafficking Task Force. Additional, the Program Specialist collate the data for quarterly reports and assist in the preparation of quarterly, semi-annual, and closeout reports as required. The Program Specialist will also help to develop and provide training for community outreach and capacity building efforts especially related to identifying and addressing the needs of labor trafficking victims.. Program Specialist will represent IOFA at the Cook County Human Trafficking Task Force and in other venues promoting the project. The Program Specialist is a part-time position.

### **Qualifications:**

- Master's Degree or equivalent experience in community organizing, public health, social work, law or other related field
- Experience in community organizing or conducting community outreach to immigrant populations and vulnerable populations within the United States
- Experience in capacity building for non-governmental organizations, state and federal government agencies
- Experience in addressing the problem of human trafficking or other types of severe forms of exploitation.

- Strong leadership skills, group facilitation skills, interpersonal skills, public speaking, and writing and presentation skills
- Strong background in the development of evaluation frameworks and processes for multi-faceted projects and/or programs
- Experience with law enforcement, and state and federal government agencies a plus
- Seasoned trainer and facilitator in challenging group and community environments
- Fluency in Spanish or an additional language highly desirable

IOFA is seeking candidates with an advanced degree or equivalent experience in Human Rights, Social Work, International Relations, Public Health, Law, Public Administration or other related field. Ideal candidates will have strong leadership and community organizing skills. Strong interpersonal skills and dynamic personality with proven ability to speak publically are essential as well as the ability to facilitate discussion and agreement in challenging group environments. Strong analytical and writing abilities a must. Additionally, ideal candidates will have extensive experience working and/or living in a developing country or a country in transition. A strong background in human rights with a focus on gender equity and/or human trafficking is highly desirable. Fluency in a second language is a plus

**EXHIBIT D: BUDGET DETAIL WORKSHEET**

**A. PERSONNEL SERVICES**

Name/Position	Computation			Total Cost	
	Bi-weekly salary	# of payperiods	% on Program		Cost of Living
Deputy Supervisor of Human Trafficking Unit	\$ 4,542.42	52	100%	0%	\$ 236,206
Human Trafficking Assistant State's Attorney	\$ 2,496.64	39	100%	0%	\$ 97,369
	\$ 2,604.44	13	100%	0%	\$ 33,858
Human Trafficking Investigator (in-kind match)	\$ 2,871.88	20	100%	0%	\$ 57,438
	\$ 3,006.99	32	100%	0%	\$ 96,224
					\$ -

SUB-TOTAL SALARY \$ 521,094

**Budget Narrative for Personnel.**

Federal funds have been budgeted to support the salary of two Assistant State's Attorneys (one at the Deputy Supervisor level). The Deputy Supervisor ASA investigates and prosecutes proactive and reactive human trafficking cases for the SAO, provides guidance and direction to other human trafficking ASAs and investigators, and participates in all Task Force activities. The other grant-funded ASA assists in the development and prosecution of proactive and reactive human trafficking cases as well as participates in other Task Force activities.

In-kind match funds have been budgeted to support the salary of one Cook County State's Attorney Investigator. The grant-funded investigator conducts proactive, reactive and pretrial investigations as related to the Cook County Enhanced Collaborative Model to Combat Human Trafficking Task Force.

OVC FY12

Enhanced Collaborative Model to Combat Human Trafficking  
Cook County State's Attorney's Office, Chicago, Cook County, Illinois

Name/Position	Standard Benefits Life Insurance Hospitalization Dental Vision	Total Salary or monthly benefit	Computation		Total Cost
			Benefit		
Deputy Supervisor of Human Trafficking Unit	Standard Benefits	\$ 236,206.00	12.95%		\$ 30,589
	Life Insurance	\$ 236,206.00	0.245	0.012	\$ 694
	Hospitalization	\$ 1,487.94		24 months	\$ 35,711
	Dental	\$ 75.76		24 months	\$ 1,770
	Vision	\$ 12.93		24 months	\$ 310
Human Trafficking Assistant State's Attorney	Standard Benefits	\$ 131,227.00	12.95%		\$ 16,994
	Life Insurance	\$ 131,227.00	0.245	0.012	\$ 386
	Hospitalization	\$ 1,750.42		24 months	\$ 42,010
	Dental	\$ 73.73		24 months	\$ 1,770
	Vision	\$ 12.93		24 months	\$ 310
Human Trafficking Investigator (in-kind match)	Standard Benefits	\$ 153,662.00	12.95%		\$ 19,899
	Life Insurance	\$ 153,662.00	0.245	0.012	\$ 452
	Hospitalization	\$ 625.63		24 months	\$ 15,015
	Dental	\$ 25.77		24 months	\$ 618
	Vision	\$ 5.87		24 months	\$ 141
<b>TOTAL FRINGE BENEFITS COST</b>					<b>\$ 166,669</b>

**TOTAL PERSONNEL & FRINGE BENEFITS \$ 687,763**

**Budget Narrative for Fringe Benefits.**

Federal funds have been budgeted to support the fringe benefits of the two grant-funded prosecutors. In-kind match funds have been budgeted to support the fringe benefits of one Cook County State's Attorney grant-funded investigator.

Fringe Benefits for the grant-funded staff were calculated in accordance with the standard benefits package received by all Cook County employees. The salary amount used to calculate the fringe benefits represents the total salary to be paid over the two-year period. Standard Benefit costs were calculated as follows: Medicare (1.45 % of salary), Worker's Compensation (1.5% of salary), Unemployment (1.5% of salary), Pension (8.5% of salary). These costs equal 12.95% of total salary. Life insurance is calculated as follows (.245 x total salary 1,000s x 12). In addition, hospitalization, dental, and vision costs vary according to which insurance provider an employee chooses as well as how many dependants the employee has.

OVC FY12

Enhanced Collaborative Model to Combat Human Trafficking  
 Cook County State's Attorney's Office, Chicago, Cook County, Illinois



**G. CONSULTANTS/CONTRACTS**

**CONSULTANT EXPENSES:**

Location	Item	Cost per person	# of participants x #	
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>SUBTOTAL \$</b>				-

**CONTRACTS**

Total Cost

Subcontract with International Organization for Adolescents (IOFA) to partially support the salary of a Program Specialist that will be dedicated to the Task Force.	\$ 40,000.00
--	--------------

**TOTAL CONTRACTS \$ 40,000.00**

**Budget Narrative for Consultants/Contracts.**

Federal funds are allocated to subcontract with the International Organization for Adolescents (IOFA) to fund a portion of the salary costs of a Program Specialist position as well as support a portion of the costs of as well a portion of the costs of the Executive Director. This grant-funded part-time position is dedicated to the Cook County Enhanced Collaborative Model to Combat Human Trafficking Task Force. The Program Specialist helps facilitate the goals and activities of the grant, support the Cook County State's Attorney's Office and Salvation Army as needed, and work with key staff from both partner organizations as well as other Task Force member agencies. The Executive Director assists with scheduling and facilitating the quarterly task force meetings including agenda development and follow through with ongoing task force related activities, provide technical assistance for cases that are investigated through the task force, facilitate ongoing communication with task force members, and assist with data collection for grant reporting. Specifically, federal funds in the amount of \$27,500 will support the costs of the part-time Program Specialist for two years. In addition, a total of \$12,500 in federal funds will support a portion of the salary of the Executive Director for two years.

OVC FY12

Enhanced Collaborative Model to Combat Human Trafficking

Cook County State's Attorney's Office, Chicago, Cook County, Illinois

**BUDGET SUMMARY**

<u>Budget Category</u>	<u>AMOUNT</u>
A. PERSONNEL	<u>\$521,094</u>
B. FRINGE BENEFITS	<u>\$166,669</u>
C. TRAVEL	<u>\$2,024</u>
D. EQUIPMENT	<u>\$0</u>
E. SUPPLIES	<u>\$0</u>
F. CONSTRUCTION	<u>\$0</u>
G. CONSULTANTS/CONTRACTS	<u>\$40,000</u>
H. OTHER	<u>\$0</u>
TOTAL DIRECT COSTS	<u>\$729,787</u>
I. INDIRECT COSTS	<u>\$0</u>
TOTAL PROJECT COSTS	<u>\$729,787</u>
Federal Request	<u>\$500,000</u>

OVC FY12

Enhanced Collaborative Model to Combat Human Trafficking  
Cook County State's Attorney's Office, Chicago, Cook County, Illinois

Non-Federal Amount \$229,787

OVC FY12

Enhanced Collaborative Model to Combat Human Trafficking  
Cook County State's Attorney's Office, Chicago, Cook County, Illinois

**EXHIBIT E: IOFA SCOPE OF WORK**



international organization for adolescents

**IOFA's Proposed Scope of Work for  
the BJA/OVC Enhanced Collaborative Model to Combat Human Trafficking  
in Partnership with  
Cook County State's Attorney's Office and  
Salvation Army STOP IT Initiative Against Human Trafficking  
Project Years 3 and 4**

The participation of IOFA as a subcontractor for the BJA/OVC Enhanced Collaborative Model to Combat Human Trafficking would help support the following grant-related goals:

- To build the capacity of the task force and key partners to respond to victims of both labor and sex trafficking.
- To guide the development and facilitation of the Cook County Human Trafficking Task Force.
- To assist with the development of a coordinated social service delivery network for an effective and customized response to victims of trafficking.
- To collect and analyze data for the purpose of evaluation.

These goals would be reflected in IOFA's support of **three primary areas:**

- 1) Task force development and facilitation**
- 2) Development of a coordinated social service referral network**
- 3) Oversight of activities and tasks associated with grant reporting**

For a part-time position, at 0.5 full-time equivalent (FTE), the program specialist would devote approximately 0.25 FTE to task force development and facilitation. The program specialist would focus the remaining 0.25 FTE on assistance with the development of a coordinated social service referral network for all victims of trafficking, as well as oversight of all grant related activities and tasks. IOFA's Executive Director would also provide key consultation and supervision for all subcontracted activities.

Below are the details for the scope of work for each of the three areas of focus.

**1) Task Force Development and Facilitation**

The International Organization for Adolescents (IOFA) will provide technical assistance to the Cook County State's Attorney's Office (CCSAO), other law enforcement members of the Task Force, and the Salvation Army STOP IT Initiative Against Human Trafficking (TSA STOP IT) as described below.

a) IOFA will schedule and facilitate monthly core group meetings, quarterly Task Force meetings, develop proposed agendas, and will follow up on action steps as needed. IOFA will utilize its experience working with nine other task forces to ensure that working meetings support proactive, collaborative investigations.

b) IOFA will assist in the development and implementation of the following protocols:

- a) Guidelines for the Identification and Referral of Victims of Trafficking*
- b) Protocol for Determining Eligibility*
- c) Protocol for Identifying and Referring Minor Victims of Trafficking*
- d) Protocol for Requesting Continued Presence*
- e) Protocol for Data Collection & Reporting*

**2) Coordinated Social Service Referral Network**

IOFA will continue to assist with the establishment of and facilitation of a "coordinated service referral (CSR) framework" for responding to the multiple needs of victims of trafficking within the grant. This referral network will continue to build upon the existing referral network developed and managed by TSA STOP IT and will help to meet the potential service gaps for all adult and child victims of trafficking. A coordinated service referral framework will identify and organize a variety of "social service pathways" in which clients with various service needs and issues would be accommodated. A "pathway" could be determined by immigration status, cultural background, age, gender, and/or type of trafficking (sex or labor).

This framework is designed to demonstrate strong collaboration and capacity building for a network of community based agencies as required by the grant.

- a) IOFA continues to assist TSA STOP IT in development of the comprehensive social service referral framework, which includes a social services referral network that can serve all victims of trafficking (with IOFA focusing on labor trafficking to complement TSA STOP IT's focus on sex trafficking).
- b) IOFA continues outreach to new social service providers for membership in the coordinated service referral network, to ensure availability of resources for all types of victims of trafficking as identified in the grant
- c) IOFA and TSA STOP IT continue to identify and build the social service "pathways" for each client type; for example, male victims of labor trafficking

would receive comprehensive services via specific members of the referral network

- d) IOFA continues to ensure that the larger referral process runs smoothly and that network members are directly involved with the Task Force.

### **3) Oversight of Grant Reporting Related Tasks and Activities**

IOFA will assist CCSAO and TSA in the collection of data for the purpose of grant reporting.

1. IOFA will oversee the input of redacted case information into the Human Trafficking Reporting System, as required by the grant
2. IOFA will collect and aggregate redacted case statistics for inclusion in the semi-annual grant report
3. IOFA will fill out draft language for the semi-annual grant report, for CCSAO's review and submission



International Organization for Child Abuse

**Board of Directors**

Alison Boak, MPH  
Co-Founder and President  
*Chair*

Meghan Bazaar

Jennifer Greene  
*Special Advisor*  
Cook County State's  
Attorney's Office

Phillip Roy  
Cook County State's  
Attorney's Office

Monica Thornton, Esq.  
*Secretary*  
Vera Institute of Justice

**Board Members Emeritus**

Debra Jones, MPH, MIA  
*Co-Founder*

Emily Lenzner  
*ABC News*

**Advisory Board**

Tal Raviv, Esq.  
*International Organization*  
*for Migration*

Stacey Mariano Scarpone,  
MPH

Brigitte Schmid, MA  
*Argentine Forensic*  
*Anthropology Team*

Lorna Grenadier, MA  
*U.S. Dept. of Justice*  
*(Retired)*

Katherine Kaufka Walts, JD  
*Center for the Human*  
*Rights of Children*  
*Loyola University*

November 2, 2012

Dear Mr. Rendon,

Please find enclosed the necessary contract paperwork for receipt of \$25,000 in funding from the Illinois Criminal Justice Information Authority through the Cook County State's Attorney's Office. This includes:

- EDS-3 Petition for Waiver of MBE/WBE Participation
- Explanation/Statement for waiver of MBE/WBE participation
- EDS-4-5 Certifications
- EDS 6-7 Required Disclosures
- EDS 8 Cook County Affidavit of Child Support Obligations
- EDS 9-10 Cook County Disclosure of Ownership Interest Statement
- EDS 12 - Sworn Familial Relationship Disclosure Form
- EDS 16 Signature by a Corporation
- Copy of Internal Audit Report

Please let me know if there are any additional questions or concerns.

Sincerely,

Shelby French  
Executive Director

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

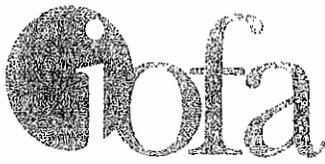
- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specific firm and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor 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.



International Organization for Adolescents

**Board of Directors**

Alison Boak, MPH  
Co-Founder and President  
*Chair*

Meghan Bazaar

Jennifer Greene  
*Special Advisor*  
Cook County State's  
Attorney's Office

Philip Roy  
Cook County State's  
Attorney's Office

Monica Thornton, Esq.  
*Secretary*  
Vera Institute of Justice

**Board Members Emeritus**

Debra Jones, MPH, MIA  
*Co-Founder*

Emily Lenzner  
*ABC News*

**Advisory Board**

Tal Raviv, Esq.  
*International Organization*  
*for Migration*

Stacey Mariano Scarpone,  
MPH

Brigitte Schmid, MA  
*Argentine Forensic*  
*Anthropology Team*

Lorna Grenadier, MA  
*U.S. Dept. of Justice*  
*Retired*

Catherine Kaufka Walts, JD  
*Center for the Human*  
*Rights of Children*  
*Loyola University*

October 25, 2012

To Whom It May Concern:

Below is a description of activities to be provided under the Illinois Criminal Justice Information Authority grant of \$25,000. The International Organization for Adolescents (IOFA) is a sub-recipient of the grant that will be facilitated by the Cook County State's Attorney's Office. This letter provides an overview of project activities. It also confirms that IOFA is not a woman-owned business enterprise (WBE), nor a minority-owned business enterprise (MBE) for the purposes of completing the Petition for Waiver of WBE/MBE Participation Goals. IOFA is a 501c3 non-profit organization and is overseen by its Board of Directors.

The Cook County State's Attorney's Office has partnered with the International Organization for Adolescents (IOFA) under the Cook County State's Attorney's Human Trafficking Grant awarded by the Illinois Criminal Justice Information Authority. IOFA will implement activities related to the Illinois Safe Children Act. IOFA will work directly with the Illinois Department of Children and Family Services (IDCFS) to develop the mechanisms, policies, and procedures to build an effective response to child trafficking victims, including trainings and technical assistance related to prevention, identification and response.

The International Organization for Adolescents will provide direct support to the Cook County State's Attorney's Office for implementation of the Illinois Safe Children Act (ISCA). This law is a critical tool in the effort to combat human trafficking in Chicago, Cook County, and the State of Illinois. It provides the state with an increased capacity to protect children and youth and to prosecute traffickers effectively. IOFA is a partner in the Enhanced Collaborative Model to Combat Human Trafficking Program and is well positioned to expand on that work as we implement the new law supporting our efforts to combat trafficking. The implementation of the law is critical to the overall effort to develop a comprehensive and well-organized response to the multiple issues within human trafficking. IOFA is strongly positioned to assist in the implementation of the Illinois Safe Children Act. Since 2007, IOFA has been working with Illinois Department of Child and Family Service (IDCFS) on the Building Child Welfare Response to Child Trafficking project. The purpose of the project is to address systemic gaps in knowledge, policies, and procedures around identification and response to child and adolescent victims of human trafficking. Thoughtful and effective implementation of this new law is imperative to ensure that the response from child welfare and

law enforcement agencies matches the intent of the law. IOFA will develop the mechanisms, policies, and procedures to operationalize the areas of implementation as identified and agreed to by the initial ISCA working group.

IOFA has developed critical relationships with IDCFS and other related partners including key law enforcement, social service providers and legal professionals. Additionally, IOFA manages and facilitates the current Cook County Human Trafficking Task Force and is able bring the right actors and stakeholders to collaborate with IDCFS in building their response and meeting their mandate with the Illinois Safe Children Act. The Consultant will be continually assessing the impact of the program and including the goals and objectives within a broader evaluation framework. Additionally, IOFA will contribute the time of 3 to 4 graduate interns who will assist with tasks and respond to the needs of the program.

This funding through a grant provided by the Illinois Criminal Justice Information Authority, specially for the partnership between the Cook County State's Attorney's Office and International Organization for Adolescents. The International Organization for Adolescents began providing this work February 1, 2012 and will complete their work January 31, 2013.

Please let us know if there are any additional questions or points needing clarification.

Sincerely,



Shelby French  
Executive Director  
IOFA

**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: \_\_\_\_\_ No:

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

N/A

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

Yes: \_\_\_\_\_ 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.



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

*Inter'l Organization for Adoles*

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: Shelby French D/B/A: \_\_\_\_\_ EIN NO.: 13-4093883

Street Address: 4305 N. Lincoln Ave, Suite E

City: Chicago State: IL Zip Code: ~~60608~~ 60618

Phone No.: 773-404-8831

Form of Legal Entity:

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) 501c3 non-profit

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

NA

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

NA

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

NA

Declaration (check the applicable box):

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

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

Title Executive Director

Signature [Handwritten Signature]

Date 11/2/12

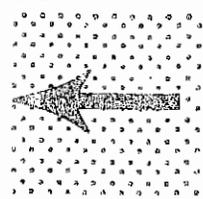
E-mail address sfrench@iota.org

Phone Number 773-404-8831

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

My commission expires:

[Handwritten Signature] Notary Public Signature





**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](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/Employer: Shelby French Title: Executive Director

Business Entity Name: IOFA Phone: 773-404-8831

Business Entity Address: 4305 N. Lincoln Ave., Suite E, Chicago IL 60618

\_\_\_\_\_ 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/Employer Name:	Related to:	Relationship:
1.	<u>NA</u>	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

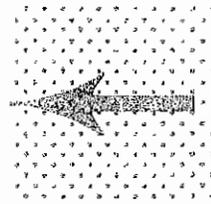
If more space is needed, attach an additional sheet following the above format.

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/Employer's Signature

SF 11/01/12  
Date



Subscribe and sworn before me this 2 Day of November, 2012

a Notary Public in and for Cook County

[Signature]  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires \_\_\_\_\_

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 CORPORATION  
(SECTION 9)**

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: International Organization for Adolescents, Inc (IOFA)  
BUSINESS ADDRESS: 4305 N. Lincoln Avenue Suite E  
Chicago, IL 60618  
BUSINESS TELEPHONE: 773.404.8881 FAX NUMBER: 773.404.8842  
CONTACT PERSON: Shelby French, Executive Director  
FEIN: 13-4093883 \*IL CORPORATE FILE NUMBER: 6577-582-4

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Alison Boak VICE PRESIDENT: n/a  
SECRETARY: Monica Thornton TREASURER: Philip Roy

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_  
ATTEST: 13-4093883 [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
9 day of OCT, 2012  
X [Signature]  
Notary Public Signature

IRA S. CLAR  
NOTARY PUBLIC, STATE OF NEW YORK  
My commission expires: 10/31/13  
QUALIFIED LEBECHESTER County  
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.

**SIGNATURE BY A CORPORATION  
(SECTION 9)**

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: International Organization for Adolescents Inc (IOFA)

BUSINESS ADDRESS: 4305 N. Lincoln Avenue Suite E  
Chicago, IL 60618

BUSINESS TELEPHONE: 773.404.8831 FAX NUMBER: 773.404.8842

CONTACT PERSON: Shelby French, Executive Director

FEIN: 13-4093883 \*IL CORPORATE FILE NUMBER: 6577-582-4

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: Alison Boak VICE PRESIDENT: n/a

SECRETARY: Monica Thornton TREASURER: Philip Roy

\*\*SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
9 day of September, 2012

X [Signature]  
Notary Public Signature

My commission expires: 10/31/13  
IRA S. CLAIR  
NOTARY PUBLIC, STATE OF NEW YORK  
Notary Seal  
COMMISSION EXPIRES 10/31/13  
QUALIFIED IN WESTCHESTER COUNTY

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

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

COOK COUNTY SIGNATURE PAGE  
(SECTION 10)

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

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

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

\_\_\_\_\_  
OR

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

TOTAL AMOUNT OF CONTRACT: \$ \_\_\_\_\_  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

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

STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

AT2

0035 3125

F-01-2708-F024 F U

Named Insured

INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS  
4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711

RENEWAL DECLARATIONS

Policy Number 93-XE-7989-1

Policy Period	Effective Date	Expiration Date
12 Months	SEP 26 2012	SEP 26 2013

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address

JIM TOM  
4317 N LINCOLN AVE  
CHICAGO IL 60618-1711

PHONE: (773) 477-3300

Office Policy

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premium, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: NOT FOR PROFIT

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM  
Minimum Premium

\$ 450.00

Discounts Applied:  
Renewal Year  
Years in Business  
Enclosed Building  
Claim Record

Prepared  
JUL 18 2012  
CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 1 of 7

Office Policy for INTERNATIONAL ORGANIZATION  
Policy Number 93-XE-7989-1

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Yawell*  
Secretary

*Edward B. Root, Jr.*  
President

For information or assistance with any matter covered by this policy, to contact your state Farm agent or your good neighbor agent will be happy to help you.

Section 143c of the Illinois Insurance Code requires notification of the following addresses:

State Farm Insurance Companies  
Illinois Regional Office  
2702 Ireland Grove Road  
Bloomington, Illinois 61709-0001  
1-800-424-1162 (within Illinois)  
Office hours: 8:00 a.m. to 4:00 p.m., Monday through Friday

- or -

Illinois Department of Insurance  
Consumer Division  
Springfield, Illinois 62767

This message is provided by State Farm in compliance with Illinois law.

## RENEWAL DECLARATIONS (CONTINUED)

Office Policy for INTERNATIONAL ORGANIZATION  
 Policy Number 93-XE-7989-1

PAGE

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

**Your coverage amount...**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.<sup>®</sup> using information you provide about your structure. We can accept the replacement cost estimate as long as it provides a reasonable level of detail about your structure. State laws may vary regarding replacement cost estimates. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared  
 JUL 18 2012  
 CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

**INLAND MARINE ATTACHING DECLARATIONS**

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

Policy Number 93-XE-7989-1

F-01-2708-F024 F U

Policy Period	Effective Date	Expiration Date
12 Months	SEP 26 2012	SEP 26 2013

The policy period begins and ends at 12:01 am standard time at the premises location.

Named Insured

INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS  
4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premiums** Included

The above Premium Amount is included in the policy Premium shown on the declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8782 Inland Marine Conditions  
FE-8743 Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
JUL 18 2012  
FD-6007

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

In accordance with the Terrorism Risk Insurance Reauthorization Act of 2007, this disclosure is part of your policy.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of foreign air carriers or vessels, or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the

United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that applies to terrorism. This notice does not describe coverage beyond what is included in your policy.

**THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.**

## IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

### Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help lines;
  - Credit reports; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business at no additional cost.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447 (L)

553-2620 IL

## Important notice regarding the Illinois Civil Union Act

The Illinois Religious Freedom Protection and Civil Union Act ("the Act," 750 ILCS 75/1 *et seq.*) became effective June 1, 2011. This Act provides that under the laws of Illinois, parties to a civil union have the same legal obligations, responsibilities, protections, and benefits as spouses. As required by this Act, parties in a civil union have the same coverage benefits and are subject to the same duties and terms under your State Farm® policy as spouses.

553-2620 IL

STATE FARM FIRE AND CASUALTY COMPANY

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

POLICY NUMBER  
Office Policy

93-XE-7989-1

F-01-2708-F024

U F

DATE DUE  
SEE NOTE

PLEASE PAY THIS AMOUNT  
SEE NOTE

00035 3125  
INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS  
4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711

Full payment by Date Due continues this  
policy to SEP 25 2013

PREMIUM

\$

450.00

Location: 4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711

Important Message(s)

NOTE:

Do not pay. Payment is being  
made through State Farm Payment  
Plan. Account # 10997-1001

17 2097 2843

See reverse for important information.  
Please keep this part for your record.  
Prepared: JUL 17 2012

JIM TOM  
Telephone (773) 477-3300

Please fold and reinsert

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

F-2708-F024

INSURED INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS

POLICY NUMBER 93-XE-7989-1

BUSINESS-OFFICE

PLEASE RETURN THIS PART WITH YOUR  
CHECK MADE PAYABLE TO STATE FARM

DATE DUE  
SEE NOTE

PLEASE PAY THIS AMOUNT  
SEE NOTE

0109210239

08-18 11.8 10-04-2010

(6130323)

(6130324)

0024

AM 0213

Prepared: JUL 18 2012  
94 1

FIRE BAL DUE

1099

90023000000000 293683279989102501>

**SIGNATURE BY A CORPORATION**  
**(SECTION 9)**

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: IOFA  
BUSINESS ADDRESS: 4305 N. Lincoln Ave, Ste E  
Chicago, IL 60618  
BUSINESS TELEPHONE: 773-404-8831 FAX NUMBER: \_\_\_\_\_  
CONTACT PERSON: Shelby French  
FEIN: 13-4093883 \*IL CORPORATE FILE NUMBER: 6577-582-4

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Alison Boak VICE PRESIDENT: \_\_\_\_\_

SECRETARY: Meghan Bazar TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST: Meghan Bazar (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
19<sup>th</sup> day of DECEMBER, 2012

x Haren B. Tipt  
Notary Public Signature

GAREN B. TIPT  
NOTARY PUBLIC - STATE OF NEW YORK  
NO. 01TA6050245  
QUALIFIED IN WESTCHESTER COUNTY  
My commission expires: MY COMMISSION EXPIRES 11/11/14  
\_\_\_\_\_  
Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

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

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

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

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

\_\_\_\_\_

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ \_\_\_\_\_  
(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

[WWW.CYBERDRIVEILLINOIS.COM](http://www.cyberdriveillinois.com)

**JESSE WHITE**  
SECRETARY OF STATE



**CORP/LLC - CERTIFICATE OF GOOD STANDING**

---

Your search for INTER'L ORGANIZATION FOR ADOLE, did not match any records in the Corporation/LLC-GS Search database.

**Please try again.**

[Return to Search](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

2702 Ireland Grove Road  
Bloomington, IL 61709-0001

AT2

0035 3125

F-01-2708-F024 F U

Named Insured

INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS  
4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711

GENERAL DECLARATIONS

Policy Number 93-XE-7989-1

Policy Period 12 Months Effective Date SEP 26 2012 Expiration Date SEP 26 2013

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address  
JIM TOM  
4317 N LINCOLN AVE  
CHICAGO IL 60618-1711

PHONE: (773) 477-3300

### Office Policy

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premium, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: NOT FOR PROFIT

NOTICE: Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM \$ 450.00  
Minimum Premium

Discounts Applied:  
Renewal Year  
Years in Business  
Enclosed Building  
Claim Record

Prepared  
JUL 18 2012  
CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 1 of 7

000219 294 1  
N D2.04

This policy is issued by the State Farm Fire and Casualty Company.

Participating Policy

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Yastall*  
Secretary

*Edward B. Rind*  
President

For information or assistance with any of the services we offer, please contact your State Farm agent. Your good neighbor agent will be happy to help you.

Section 143c of the Illinois Insurance Code requires notification of the following addresses:

State Farm Insurance Companies  
Illinois Regional Office  
2702 Ireland Grove Road  
Bloomington, Illinois 61709-0001  
1-800-424-1162 (within Illinois)  
Office hours: 8:00 a.m. to 4:00 p.m., Monday through Friday

- or -

Illinois Department of Insurance  
Consumer Division  
Springfield, Illinois 62767

This message is provided by State Farm in compliance with Illinois law.

Office Policy for INTERNATIONAL ORGANIZATION  
 Policy Number 93-XE-7989-1

**NOTICE TO POLICYHOLDER:**

For a comprehensive description of coverages and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

**Your coverage amount....**

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc.® using information you provide about your structure. We can accept the replacement cost estimate as long as it provides a reasonable level of detail about your structure. State laws may require a minimum coverage limit to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

Prepared  
 JUL 18 2012  
 CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

2702 Inland Grove Road  
Bloomington, IL 61709-0001

F-01-2708-F024 F U

**Named Insured**

**INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS  
4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711**

**Policy Number 03-XE-7089-1**

Policy Period	Effective Date	Expiration Date
12 Months	SEP 26 2012	SEP 26 2013

The policy period begins and ends at 12:01 am standard time at the premises location.

**ATTACHING INLAND MARINE**

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Annual Policy Premium** Included

The above Premium Amount includes the Annual Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**Forms, Options, and Endorsements**

FE-8782	Inland Marine Conditions
FE-8743	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared  
JUL 18 2012  
FD-6007

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

000023

SSD 786 a2 05-31-2011 (010270)

In accordance with the Terrorism Risk Insurance Reauthorization Act of 2007, this disclosure is part of your policy.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your current policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: "The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the

FE-6999.1

United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists under the policy. This disclosure does not add coverage beyond what is provided in your policy.

**THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.**

## IMPORTANT NOTICE . . . Data Compromise Coverage Now Available

Nearly all businesses collect and retain personal information about their clients, employees and business associates. Yet many businesses lack the resources to respond effectively in the event this data is stolen or released when it is in their care, custody or control.

If a data breach occurs, a business may be required to notify all parties who were affected by the breach, effectively communicate the nature of the loss or disclosure and, if warranted, provide credit monitoring assistance and identity restoration case management service to those affected. Many states already require businesses to provide these services.

Data Compromise coverage may help a business respond to the expense of service obligations following a covered data breach.

### Coverage Summary

Data Compromise coverage is designed to help a business investigate a data breach, notify individuals and provide credit monitoring, case management and other services that help prevent identity theft and fraud following a covered breach of non-public personal information. Data Compromise coverage may be available for certain necessary and reasonable expenses including:

- Legal and forensic information technology reviews;
- Notification to affected individuals; and
- Service to affected individuals including:
  - Informational materials;
  - Toll-free help lines;
  - Credit reports; and
  - Identity restoration case management.

If you choose to purchase Data Compromise coverage, Identity Restoration coverage will be included for your business at no additional cost.

No one can predict if a covered data breach will occur, but you are able to protect your business from certain response costs a breach may create. If you are interested in adding Data Compromise coverage to your policy, contact your State Farm® agent to see if your business qualifies.

553-3447 (C)

553-3620 11

## Important notice regarding the Illinois Civil Union Act

The Illinois Religious Freedom Protection and Civil Union Act ("the Act," 750 ILCS 75/1 *et seq.*) became effective June 1, 2011. This Act provides that under the laws of Illinois, parties to a civil union have the same legal obligations, responsibilities, protections, and benefits as spouses. As required by this Act, parties in a civil union have the same coverage benefits and are subject to the same duties and terms under your State Farm® policy as spouses.

553-3620 11

Bloomington, IL 61709-0001

F-01-2708-F024

U F

DATE DUE  
SEE NOTE

PLEASE PAY THIS AMOUNT  
SEE NOTE

00035 3125

INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS  
4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711

Full payment by Date Due continues this  
policy to SEP 26 2013

PREMIUM

\$ 450.00

Location: 4305 N LINCOLN AVE STE E  
CHICAGO IL 60618-1711

Important Message(s)

NOTE:

Do not pay. Payment is being  
made through State Farm Payment  
Plan. Account # 1098

17 2097 2243

See reverse for important information.  
Please keep this part for your records.  
Prepared JUL 17 2012

JIM TOM  
Telephone (773) 477-3300

Please read and tear here

MOVING? PLEASE SEE YOUR STATE FARM AGENT.

F-2708-F024

PLEASE RETURN THIS PART WITH YOUR  
CHECK MADE PAYABLE TO STATE FARM

INSURED - INTERNATIONAL ORGANIZATION  
FOR ADOLESCENTS

DATE DUE PLEASE PAY THIS AMOUNT  
SEE NOTE SEE NOTE

POLICY NUMBER 93-XE-7989-1 BUSINESS-OFFICE

0109210269

38-131 5.8 10-04-2010  
Fuse only

0024

M 0219

dated: JUL 18 2012  
94 |

FIRE BAL DUE

1098

90023000000000 293683279989102501>

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 28 DAY OF June, 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

13-60-12607

OR

ITEM(S), SECTION(S), PART(S): Professional Services for Child Trafficking Activities relating to the Illinois Safe Children Act

TOTAL AMOUNT OF CONTRACT: Forty thousand dollars and no cents (\$40,000.00)

FUND CHARGEABLE: 6251201.520835.100

APPROVED AS TO FORM:

NOT REQUIRED

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