PROFESSIONAL SERVICES AGREEMENT

SUBSTANCE ABUSE TREATMENT AND COUNSELING SERVICES

BETWEEN

COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE
ADULT PROBATION DEPARTMENT

AND

EMAGES, Inc.

Contract No.: 13-88-12600

PROFESSIONAL SERVICES AGREEMENT

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AGREEMENT

This Agreement is made and entered into by and between the COUNTY OF COOK, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" or "Implementing Agency" and EMAGES, Inc., doing business as a not-for-profit corporation in the State of Illinois hereinafter referred to as "Provider" or "Contractor", on the _____ day of_____, 2013.

BACKGROUND

The County of Cook issued a Request for Proposal "RFP" for Substance Abuse Treatment and Counseling Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Provider was selected based on the proposal submitted and evaluated by the County representatives.

Provider represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the Chief Procurement Officer in a written Amendment to this Agreement before Provider is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Using Department**" means the Office of the Chief Judge, Social Services and/or Adult Probation Department.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and set forth in Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

b) Interpretation

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

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

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

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

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

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

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

Exhibit 1	Scope of Services/Key Personnel
Exhibit 2	Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Addendum to Agreement, Adult Redeploy Illinois Grant Language
Exhibit 5	Economic Disclosure Statement /Signature Pages

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF PROVIDER

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Provider's Services nor a limitation on the Services that Provider is to provide under this Agreement. Provider must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Provider must provide include, but are not limited to, those described in Exhibit 1, Scope of Services.

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Provider must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d (ii). The Department may at any time in writing notify Provider that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Provider must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) Salaries and Wages

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

e) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Provider must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Provider's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Provider must utilize minority and women's business enterprises at the greater of the amounts committed to by the Provider for this Agreement in accordance with Section 1 of the Economic Disclosure Statement .

f) Insurance

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Vendor shall require all policies of insurance that are in any way related to the work 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.

The Vendor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Vendor 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.

Insurance Requirements of the Vendor

Prior to the effective date of this Contract, the Vendor, at its cost, shall 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 Vendor's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

The Vendor'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.

Vendor shall require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Vendor.

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
$100,000 each Accident
$100,000 each Employee
$100,000 Policy Limit for Disease

(2) Broad form all states coverage

(b) Commercial General Liability Insurance

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) Independent Provider's Protection Liability;
(c) Contractual Liability;
(d) Products/Completed Operations;
(e) Broad Form Property Damage Liability;
(f) Cross Liability.

(c) Commercial Automobile Liability Insurance

When any motor vehicles are used in connection with the Services to be performed, Vendor shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

(a) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

(b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) Professional Errors & Omissions Insurance

If any professional services are provided, Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than $1,000,000 with a deductible of not more than $100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

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 Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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 Vendor's obligations to obtain insurance pursuant to these insurance requirements.

g) Indemnification

The Provider 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 Provider, or the acts or omissions of the officers, agents, employees, Providers, subcontractors, licensees or invitees of the Provider. The Provider expressly understands and agrees that any Performance Bond or insurance protection required of the Provider, or otherwise provided by the Provider, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Provider acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Provider in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Provider's performance hereunder. Provider shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Provider shall not have

the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Provider shall be furnished to County without charge.

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

i) Patents, Copyrights and Licenses

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

Provider 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 Providers' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Provider's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Provider with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Provider'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 Provider shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Provider 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 Provider related to the Contract, or to Provider's compliance with any term, condition or provision thereof. The Provider shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Provider further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractors 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 subcontractors 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 Provider receives payment under the Contract, reimbursement for which is later disallowed by the County, the Provider 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 Provider under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Provider shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Provider carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of $10,000.00 or more over a 12 month period, Provider will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

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

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on June 1, 2103 ("**Effective Date**") and continue until June 1, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

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

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

All invoices submitted by the Provider shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Provider as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Provider shall not be entitled to invoice the County for any late fees or other penalties.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

The Provider 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 Provider's employees, agents or subcontractors shall be the responsibility of the Provider.

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

i) warrants that Provider is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Provider is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Provider is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible Provider or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Provider and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

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

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

b) Ethics

In addition to the foregoing warranties and representations, Provider warrants:

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

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

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

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

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

f) Non-Liability of Public Officials

Provider and any assignee or Subcontractor of Provider must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent

of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

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

a) Events of Default Defined

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by provider to the County.

ii) Provider's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Provider's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Provider's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Provider without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Provider's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Provider acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(v) Failure to comply with Section 7a. in the performance of the Agreement.

(vi) Provider's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

i) The right to take over and complete the Services, or any part of them, at Provider's expense and as agent for Provider, either directly or through others, and bill Provider for the cost of the Services, and Provider must pay the difference between the total amount of this bill and the amount the County would have paid Provider under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Provider under this Section 9.2;

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Provider's compensation under this Agreement;

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

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Provider to continue to provide the Services despite one or more events of default, Provider is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.
The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

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

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

Provider must include in its contracts with Subcontractor an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Provider will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Provider or the County to the extent inconsistent with this provision.

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

d) Suspension

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

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

e) Right to Offset

In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

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

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Provider is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) Delays

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

g.) Prepaid Fees

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

h.) Termination for Convenience

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) **General**

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

ii) **No Collateral Agreements**

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

iii) **No Omissions**

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

b) Counterparts

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

c) Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts 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.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Provider irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Provider consents and submits to the jurisdiction thereof. In accordance with these provisions, Provider waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

Provider must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Provider must make every

effort to assure an orderly transition to another Provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

Whenever under this Agreement the County by a proper authority waives Provider's performance in any respect or waives a requirement or condition to either the County's or Provider's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Provider in writing.

i) Independent Contractor

The Provider and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Provider nor provider's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

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

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Provider performing the Services required under this Agreement.

ii) Provider is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Provider.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County:

Cook County Office of the Chief Judge
Adult Probation and Social Services Departments
69 West Washington Street, Suite 1940
Chicago, Illinois 60602
Attention: Chief Probation Officer and Director of Social Services

and

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

If to Provider:

EMAGES, Inc.
110 E. 79th Street
Chicago, IL 60619
Attention: Hattie Wash, Psy.D.

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES

SUBSTANCE ABUSE TREATMENT AND COUNSELING SERVICES

The anticipated responsibilities the Provider are discussed in the following paragraphs. Each paragraph sets forth the minimum service level a Provider must provide. All services shall be delivered in accordance with all applicable federal and state laws, regulations, and codes including but not limited to Title 77 Illinois Administrative Code, Part 2060. All services shall reflect current commonly accepted best-practices and evidence-based principles as advocated by the following: the Center for Substance Abuse Treatment (CSAT) of the Substance Abuse and Mental Health Services Administration (SAMHSA), of the U.S. Department of Health and Human Services; the National Institute on Drug Abuse (NIDA) of the National Institutes of Health (NIH), of the U.S. Department of Health and Human Services; the American Society of Addiction Medicine (ASAM); and the Illinois Department of Human Services, Division of Alcoholism and Substance Abuse.

The Provider shall provide a plan for providing services. This plan shall minimally include the following: a list of the services the Provider will provide related to this RFQ (e.g., all services, recovery home services only, all services with the exception of recovery home services, all services with the exception of recovery home services and detoxification, etc.); a description of Provider's principal treatment modalities and interventions corresponding to ASAM levels of care that the Provider intends to provide; and a discussion of the Provider's ability to provide services to any special populations (e.g., those with mental illness, those involved with the criminal justice system, women, and non-English speaking clients) that includes the relevant strategies and expertise related to the special client population. Providers shall also provide the following: 1) copies of two assessments and two treatment plans completed by the Provider within the past 6 months and 2) provide data concerning the Provider's treatment retention/completion rates.

Requirements

1) Assessment and Treatment Planning

Upon receiving a referral from the Department, the Provider shall immediately schedule an appointment for the offender to undergo an assessment. The appointment shall be scheduled for as soon as possible, but no more than three days from the date of the referral.

The Provider shall conduct an assessment in accordance with 77 ILAC 2060.417 Assessment for Patient Placement and 77 ILAC 2060.419 Assessment for Treatment Planning. In addition to the requirements of the Administrative Code, which incorporate the six dimensions established in the ASAM Placement Criteria, the assessment shall include analysis of the relationship between substance abuse and criminal behavior, factors that prompt drug use and/or criminal behavior, use of leisure time, attitudes and values (pro-social and pro-criminal), risk for violence and continued criminal behavior, and strengths and protective factors.

Based upon the information gathered, the Provider shall complete a treatment plan in accordance with 77 ILAC 2060.421 Treatment Plans. This plan shall be developed in conjunction with the offender and shall incorporate and build on the offender's strengths. The plan shall match interventions to the offender's unique risks, needs, circumstances, and level of motivation for treatment in accordance with Prochaska and DiClemente's Stages of

Change Model and the principles of motivational interviewing developed by William Miller and Stephen Rollnick. The frequency and nature of treatment interventions and the ancillary services that will be accessed should be designed to ensure that all areas relevant to recovery and to leading a non-criminal lifestyle are addressed. Placement level and treatment dosage should reflect the least intensive, safe level of care.

A copy of the treatment plan shall be forwarded to the Department within 10 days of the date of the initial referral.

2) Detoxification

Detoxification services shall be delivered in accordance with 77 ILAC 2060.405. Detoxification shall last 3-5 days unless otherwise approved by the Department.

3) Residential Rehabilitation, Outpatient Treatment, and Aftercare

Providers shall provide a continuum of care based on assessment and individualized treatment plans that take into consideration the strengths of the offender and that match interventions to the offender's unique risks, needs, characteristics, circumstances, and level of motivation. The offender's progress shall be regularly assessed and the treatment plan shall be reviewed and modified as needed in accordance with 77 ILAC 2060.423 Continued Stay Review and ILAC 2060.425 Progress Notes and Documentation of Service Delivery. In addition to addressing addiction, treatment should target other factors that are associated with criminal thinking and behavior and should be consistent with SAMHSA/CSAT Treatment Improvement Protocols (TIPs) including but not limited to those addressing criminal justice offenders and other specialized populations, e.g., TIP 44.

Basic substance abuse and psychological counseling shall occur in group and individual settings and shall minimally incorporate the following components: behavioral therapy counseling; motivational enhancement and other appropriate brief interventions; strategies to promote prosocial behavior and treatment participation; cognitive-behavioral interventions for addressing antisocial thoughts, attitudes, feelings, and behaviors; strategies for developing prosocial/anticriminal relations and role models; relapse prevention; family and collateral counseling; case management; continuing care; self-help support group orientation; and discharge and transitional service planning.

Educational components of treatment shall minimally include the following: social skills and problem solving training; stress and anger management; alcohol and drug education; and education on relevant medical issues and infectious diseases.

Provider shall also have the capacity to provide directly, or through linkage agreements with other community-based service agencies, ancillary services including but not limited to the following: mental health counseling, medical care, housing/emergency shelter, educational/vocational training, nutritional assistance, parenting classes, child welfare, partner abuse intervention, and other relevant life-skills programming.

Continuing recovery plans shall be completed in accordance with 77 ILAC 2060.427 Continuing Recovery Planning and Discharge.

Providers shall not bill the Department for in-patient services that exceed 30 days without prior approval from the Department.

4) Recovery Home Services

Recovery home services shall be delivered in accordance with 77 ILAC 2060.509 Recovery Homes. Providers shall not bill the Department for recovery home services that exceed 30 days without prior approval from the Department.

5) Toxicology

The Department will regularly drug test all offenders and will share results with the Provider so the need for additional testing will be limited. Providers shall have the ability to perform drug testing, though Provider testing shall be limited to special circumstances (e.g., when there is suspicion of use as evidenced by symptoms or behavior).

Conditions of Service

1) Each Provider must be licensed by the Illinois Department of Human Services for the services the Provider intends to provide. Providers shall deliver services in accordance with all applicable federal and state laws, regulations, and codes including but not limited to Title 77 Illinois Administrative Code, Part 2060. Providers' services shall reflect current commonly accepted best-practices and evidence-based principles as advocated by the following: the Center for Substance Abuse Treatment (CSAT) of the Substance Abuse and Mental Health Services Administration (SAMHSA), of the U.S. Department of Health and Human Services; the National Institute on Drug Abuse (NIDA) of the National Institutes of Health (NIH), of the U.S. Department of Health and Human Services; the American Society of Addiction Medicine (ASAM); and the Illinois Department of Human Services, Division of Alcoholism and Substance Abuse.

2) All contracted services shall be immediately available for those referred by the Department. Probationers shall have immediate access to all services and shall not be placed on waiting lists.

3) Consistent with current best practices and evidence-based principles, services shall be delivered in a manner that takes into consideration the gender, ethnicity and culture, and age of those serviced. Providers must be able to demonstrate their ability to provide appropriate services to special populations including, but not limited to minorities, women, and those with co-occurring disorders.

4) The Provider shall agree that the probation officer/caseworker is a member of the case management and treatment team. To help ensure effective supervision of the offender, the Provider shall share all information pertaining to the offender's treatment and progress with the Department. The Provider shall be available (in person or via telephone) to Department staff to discuss treatment and supervision issues as needed. Information to be shared shall minimally include the treatment plan and analysis of the offender's progress.

5) Providers must be willing to participate in staffings with the Department to determine appropriate correctional treatment intervention as needed.

6) Providers must be available to participate in training with other court team members regarding treatment and community corrections supervision strategies

7) In accordance with 77 ILAC 2060.403 Court Mandated Treatment, Providers shall require all offenders to sign the necessary release of information forms to ensure effective communication between Providers and the Department.

8) Providers shall prepare written treatment progress reports (format to be provided by the Department) at least monthly for each offender receiving services and forward the reports to the Department. Reports shall minimally include analysis of the offender's progress and attendance and any other pertinent information of which the Provider becomes aware. The intent of the report is to ensure that probation officers/caseworkers have the necessary information to do the following: be able to provide up-to-date and accurate information to the court; effectively supervise cases; be a meaningful part of the treatment team; and be able to identify problematic behavior and intercede appropriately.

9) Providers shall immediately notify probation officers/caseworkers via telephone of any offender noncompliance with treatment including, but not limited to missed appointments, incomplete homework assignments, or positive drug tests. Additionally, Providers shall forward a written report as requested by the probation officer/caseworker. The report shall contain a detailed description of the noncompliance including all pertinent dates and times.

10) The Providers must notify the probation officer/caseworker of any changes in the level of care or treatment modality within one working day of the change via phone or fax.

11) Probation officers/case workers may, with prior notice to Providers, observe any aspect of treatment. The Department shall be allowed to review the Providers treatment protocols and curricula.

12) Providers shall notify the Departments in writing of an offender's successful completion of treatment within five working days of discharge.

13) Providers shall send to the Department a statistical report (format to be provided by the Department) every three months. The report shall include the following for each referral made by the Department: the client's name; type of treatment provided; the date treatment began; the date treatment ended; hours of treatment completed; and type of discharge.

14) Providers shall support the Department's policy regarding offender accountability and shall agree that community safety takes precedence over any other conflicting interests.

15) Providers shall testify in court as required.

16) Providers shall maintain records on each case for a minimum of two years after the termination of probation. Records shall be available for inspection by the Department upon request.

Key Personnel

EMAGES Inc. Key Staff assigned to the Adult Probation Substance Abuse Programs

Geraldine Taylor	**Substance Abuse Counselor**
Sandra Hudson	**Substance Abuse Counselor**
Mitzi Scott	**Substance Abuse Counselor**
Judith Hill	**Substance Abuse Counselor**
Sheila Chew	**Administration**
Dr. Hattie Wash	**Sex offender Evaluator and CEO**

EXHIBIT 2

Schedule of Compensation

EXHIBIT 2

COMPENSATION

Maximum Compensation. The maximum compensation under this agreement may not exceed $26,000.00

Payment

All charges shall not exceed the amount of $26,000.00 for the initial three (3) years of the contract, and shall be paid in accordance with Article 5 (b) of this Agreement. Invoices in triplicate on County invoice Form 29A shall be submitted by the Provider to the Using Departments when requesting payment.

The County shall have the right to examine the books of the Provider for the purpose of auditing the same with reference to all charges made to the County. The Provider must submit original invoices to the Using Departments to apply against the contract in accordance within the mutually agreed upon time period.

Provider must support each invoice with reasonable detail including subcontractor costs. Provider must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Provider must submit each invoice in the format directed by the County and provide with it a progress report in a format acceptable to the County. The progress report should identify any variances from budget or schedule and explain the reasons for the variances.

In the event the Provider received payment under the Agreement, reimbursement for which is later disallowed by the County, the Provider 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 provider under any contract with the County.

Compensation

Offenders who are assessed as able to pay for services shall pay their own fees directly to the Provider. The Department, in its sole discretion, shall determine whether offenders fall below standards of income. If the Department determines that an offender is indigent, the Provider shall be reimbursed by Cook County for services rendered in accordance with the "Fee Schedule" table below, less the co-payment required to be paid by the offender. Offender co-payments shall be paid directly to the Providers in the amounts indicated in the table entitled, "Offender Fee Scale" below. The Department shall provide Providers with information for each offender indicating the amount to be paid by the offender and the amount to be billed to the Department. It shall be the sole responsibility of the Provider to collect any required co-payment from the offender. The County shall in no event be liable in any amount for any required offender co-payment.

FEE SCHEDULE	
Service	**Cost**
Assessment	$63.36 per hour/$15.84 per quarter hour
Individual Counseling (Levels I and II)	$60.32 per hour/$15.08 per quarter hour
Group Counseling (Levels I and II)	$22.80 per hour/$5.70 per quarter hour
Case Management	$46.68 per hour/$11.67 per quarter hour Not to exceed four hours per month per client
Extended Residential Care (Level III.1)	$64.86 per day Only upon prior approval of the Department and not to exceed 30 days per client without prior approval of the Department.
Residential Rehabilitation (Level III.5)	Provider Specific $_____/day Not to exceed 30 days per client
Residential Rehabilitation (Level III.5 -- MISA)	Provider Specific $_____/day Not to exceed 30 days per client
Detoxification	Provider Specific $_____/day Not to exceed 5 days
Recovery Home Services	$46.65 per day Not to exceed 30 days per client without prior approval from the Department
Toxicology	Provider Specific -Testing shall be limited to special circumstances (e.g., when there is suspicion of use as evidenced by symptoms or behavior) as the Department will be conducting frequent tests. Tests shall minimally include the following panels: amphetamines, opiates, cocaine, THC, methadone, 6 MAM, and MDMA (Ecstasy) $_____/Test

OFFENDER FEE SCALE*

Amount to be Paid by Offender Per Service

Offender Income	Assessment	Individual Counseling	Group Counseling	Case Management	Residential Treatment	Recovery Home	Drug Testing
$0 TO $5,000.00	$0	$0	$0	$0	$0	$0	$0
$5,001.00 to $8,000.00	$3.00/hr	$3.00/hr	$3.00/hr	$3.00/hr	$1.00/day	$1.00/day	$2.00
$8,001.00 to $11,000.00	$5.00/hr	$5.00/hr	$5.00/hr	$5.00/hr	$2.00/day	$2.00/day	$4.00
$11,001.00 to $14,000.00	$7.00/hr	$7.00/hr	$7.00/hr	$7.00/hr	$3.00/day	$3.00/day	$6.00
$14,001.00 to $17,000.00	$10.00/hr	$10.00/hr	$10.00/hr	$10.00/hr	$4.00/day	$4.00/day	$8.00
$17,001.00 to $20,000.00	$15.00/hr	$15.00/hr	$15.00/hr	$15.00/hr	$5.00/day	$5.00/day	$10.00
$20,001.00 to $23,000.00	$25.00/hr	$25.00/hr	$20.00/hr	$20.00/hr	$10.00/day	$10.00/day	$12.00
$23,001.00 to $26,000.00	$35.00/hr	$35.00/hr	$22.80/hr	$25.00/hr	$15.00/day	$15.00/day	$15.00

$26,001.00 to $30,000.00	$45.00/hr	$45.00/hr	$22.80/hr	$35.00/hr	$20.00/day	$20.00/day	$20.00
$ 30,001.00 and up	$63.36/hr	$60.32/hr	$22.80/hr	$46.680/hr	$30.00/day	$30.00/day	$25.00

** The amount to be paid by the offender shall be reduced by 10% for each additional dependent.*

Reimbursement and Invoicing

Treatment slots will not be pre-purchased; payment will follow participants through a voucher system.

The Provider shall coordinate and communicate with other federal, state and city programs to ensure that all relevant fiscal and programmatic resources are used to provide services and assistance to participants in the program. Cook County funding shall be considered only as a last resort. In other words, medical insurance, Medicaid, DHS funding, and any other option shall be exhausted prior to requesting reimbursement.

Agencies shall submit an invoice, along with County Form 29A, which is a County voucher form, on a calendar month basis for services rendered to indigent participants. The signature of an authorized agency official is required. Invoices shall include only the amounts billable to the Departments. Offender co-payments shall not be included on invoices and shall be collected directly from offenders by the Providers. Each invoice must have the following identifiers for each individual being invoiced:

- Offender's name
- Offender's date of birth
- Offender's case number
- The department's probation officer/caseworker name (who made the referral)
- Type of service (e.g. assessment, group counseling, etc.)
- Dates of service for each charge
- Documentation of efforts to seek other sources of funding

Providers shall send invoices no later than the 15th of each month for each previous month's billable hours. Invoices on referrals from the Adult Probation Department shall be sent to:

Maureen Noonan, Director of Finance,
Cook County Adult Probation Department
69 West Washington Street, Suite 1940
Chicago, Illinois 60602

EXHIBIT 3

Evidence of Insurance

Certificate of Insurance (Proof of Coverage)

Date Issued: 12/27/2012

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

Insured Name and Mailing Address*	Program Administrator
Emages Inc. c/o Hattie Wash 110 E. 79th Street Chicago, IL 60619	Administered By: CPH and Associates 711 S. Dearborn, Suite 205 Chicago, IL 60605 P. 312-987-9823 F. 312-987-0902 info@cphins.com Underwritten By: Philadelphia Indemnity Insurance Company
**Additional insured locations are often requested by individual business owners who have more than one office. Your coverage is portable, meaning that you are covered at any location for practice under the occupation(s) listed on your policy.*	

Coverage

Policy #: PHCP064314	Effective Date: 01/15/13	Expiration Date: 01/15/14

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

Limits of Liability		Coverage Part
EACH OCCURRENCE *(Per individual claim)*	AGGREGATE *(Total amount per policy year)*	
$1,000,000	$5,000,000	Professional Liability
$1,000,000	$3,000,000	Commercial General Liability Includes: General Liability, Fire & Water Legal Liability, and Personal Liability
$15,000	$15,000	Property Coverage
$1,000,000	$5,000,000	Supplemental Liability
Unlimited	Unlimited	Defense Expense Coverage
$35,000	$35,000	State Licensing Board Investigation Defense Coverage
$15,000	$15,000	Assault Coverage
$10,000	$35,000	Deposition Expense Benefit
$5,000/person	$50,000	Medical Expense Coverage
$15,000	$15,000	First Aid Coverage

Description/Special Provisions:

Certificate Holder	Cancellation
PROOF OF COVERAGE	Should any of the above described policy be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Holder has also been added to the policy as an additional insured:** ____Yes/XNo **If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	Authorized Representative C. Philip Hodson C. Philip Hodson

DISCLAIMER: The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

EXHIBIT 4

ADDENDUM TO AGREEMENT

Additional Language Required by the Adult Redeploy Illinois Grant

The County of Cook, hereafter referred to as the "Implementing Agency" and EMAGES, Inc., hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

- **INDEPENDENT CONTRACTOR**

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Illinois Criminal Justice Information Authority (Authority) or the Implementing Agency. The Authority shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

- **TRANSPARENCY ACT COMPLIANCE**

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: 006056061

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov or by calling 1-888-227-2423.

CONTRACTOR'S CCR registration is valid until: 6/4/13

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

CONTRACTOR'S CAGE Code: 624190

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency

Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

- **RECORD RETENTION:**
  CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

  Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- **CERTIFICATION:**
  CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

- **EQUIPMENT CONDITIONS:**
  CONTRACTOR certifies that any equipment purchased using funds from this agreement shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

- **ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**
  CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

- **NONDISCRIMINATION:**
  CONTRACTOR certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. CONTRACTOR assures compliance with the following laws, and all associated rules and regulations: non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d) or the Victims of Crime Act; Title VI of the Civil Rights Act of 1964, as amended; Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); Section 504 of the Rehabilitation Act of 1973, as amended; the Americans with Disabilities Act, 42 U.S.C. 12101 et seq.; Title IX of the Education Amendments of

1972; the Age Discrimination Act of 1975; the Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G; the Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39; the Illinois Human Rights Act, 775 ILCS 5; the Public Works Employment Discrimination Act, 775 ILCS 10; and the Illinois Environmental Barriers Act, 410 ILCS 25. All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against CONTRACTOR, or any subgrantee or contractor of CONTRACTOR, CONTRACTOR will forward a copy of the finding to the Implementing Agency and the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

CONTRACTOR certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

- **CONFIDENTIALITY OF INFORMATION:**
  CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

- **PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**
  All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, laws, regulations and federal guidelines. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

- **APPLICABLE LAW:**
  CONTRACTOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

  CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-

Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

- **CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**
  As required by the Authority, CONTRACTOR shall complete and submit the federal Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- **CERTIFICATION REGARDING LOBBYING:**
  Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than $100,000 pursuant to this agreement, CONTRACTOR agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than $100,000 in federal funds pursuant to this agreement, CONTRACTOR will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the Authority.

- **STATEMENTS, PRESS RELEASES, ETC.:**
  When issuing statements, press releases, requests for submittals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

- **COPYRIGHTS, PATENTS:**
  If this agreement results in a copyright, the Illinois Criminal Justice Information Authority and the federal awarding agency, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

  If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

- **PUBLICATIONS:**
  CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

  Any such publication shall contain the following statement:

  "This project was supported by Grant # 2009-SU-B9-005, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

  These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

- **INSPECTION AND AUDIT:**
  If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

  Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

  CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

The Authority , Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Contractor, and to relevant books, documents, papers and records of subcontractors.

- **TEXT-MESSAGING WHILE DRIVING**
  The Illinois Criminal Justice Information Authority encourages the Contractor to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

- **PROHIBITED USE OF FEDERAL FUNDS**
  The Implementing Agency 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 approval of the Authority.

- **REPORTING GRANT IRREGULARITIES :**
  The CONTRACTOR shall promptly notify the Authority, through the Grant Monitor assigned to the funding, when an allegation is made, or the CONTRACTOR otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

  The CONTRACTOR shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority' s policy to any sub-recipient. A copy of the Authority's policy is available on the web at http://www.icjia.state.il.us/public/.

  Failure to report known irregularities can result in suspension of the Interagency Agreement between the Implementing Agency and the Authority or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff mem

  In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

  The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606
Phone: 312- 793-8550

- **REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT:**
The CONTRACTOR shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606
Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
950 Pennsylvania Ave, N.W. Room 4706
Washington. D.C. 20530
E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881

Website: http://www.usdoj.gov/oig/

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

_____ _____

Authorized representative of the Implementing Agency **Date**

_____ 4/3/13

Authorized representative of the CONTRACTOR **Date**

EXHIBIT 5

Economic Disclosure Statement and Execution Pages

EXHIBIT 11

Economic Disclosure Statement
(EDS)

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: N/A

Address: _____

City/State: _____ Zip _____

Phone: _____ Fax: _____

Email: _____

Certifying Agency: _____

Certification Expiration Date: _____

FEIN #: _____

Contact Person: _____

Contract #: _____

Participation: [ ] Direct [ ] Indirect

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

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

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

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Print Name	Print Name
Firm Name	Firm Name
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this ____ day of _____, 20_____.	this ____ day of _____, 20_____.
Notary Public _____	Notary Public _____
SEAL	SEAL

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐ **FULL MBE WAIVER** ☐ **FULL WBE WAIVER**

☒ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

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

☒ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
(Please explain)

☐ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**

☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

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.

see Attachment

MBE/WBE Participation

EMAGES, Inc is an African-American owned and operated agency. All of our employees and consultants are African-American with the exception of one Haitian American. EMAGES operation manual as well as our policy and procedures manual includes an affirmative action plans.

EMAGES currently contract with professional consultants to provide most of the services for this program. All of our consultants are of African decent. The majority of our consultants are licensed as professional counselors, social workers and psychologists. The other consultants are certified as substance abuse and MISA counselors. During the course of the contract with the Department, we will encourage each of our consultants to apply for the minority status of a MBE/WBE with Cook County. We will also seek to employ consultants who are certified as MBE/WBE providers.

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

None

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

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

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

Yes: X No: _____

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

110 E. 79th Street Chicago, Illinois 60619

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

Yes: X No: _____

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

_____

_____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) ___X___ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

_____

_____N/A_____

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

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [ ] Original Statement or [ ] Amended Statement

Identifying Information:

Name EMAGES, Inc. D/B/A: _____ EIN NO.: 36-3895807

Street Address: 110 E. 79th Street

City: Chicago State: Illinois Zip Code: 60619

Phone No.: (773) 224-7386

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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

CEO
Title

Hattie Wash
Signature

9/17/12
Date

WASHHATTIE@GMAIL.COM
E-mail address

(312) 613-2846
Phone Number

Subscribed to and sworn before me this 17th day of Sept, 2012

x Laquita S. Ellis
Notary Public Signature

My commission expires

OFFICIAL SEAL
LAQUITA S ELLIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/14/13

Notary Seal

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Hattie Wash Title: CEO

Business Entity Name: EMAGES, Inc Phone: (773) 224-7386

Business Entity Address: 110 E.79th Street Chicago, Illinois 60619

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

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

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

X 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.

Hattie Wash 9/17/12

Owner/Employee's Signature Date

Subscribe and sworn before me this 17th Day of September, 20 12

a Notary Public in and for Cook County

Laquita S Ellis

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
LAQUITA S ELLIS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/14/13

My Commission expires 10/14/13

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: EMAGES INC

BUSINESS ADDRESS: 110 E. 79th Street Chicago, Illinois 60619

BUSINESS TELEPHONE: (773) 224-7386 FAX NUMBER: (773) 224-7685

CONTACT PERSON: Dr. Hattie Wash

FEIN: 36-3895807 *IL CORPORATE FILE NUMBER: 5703-822-5

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Claudett Butcher VICE PRESIDENT: Donna Harris

SECRETARY: Judith Hill TREASURER: Edward Butler

**SIGNATURE OF PRESIDENT: Claudette Butcher 4/2/13

ATTEST: Judith Hill 4/2/13 (CORPORATE SECRETARY)

Subscribed and sworn to before me this

2nd day of April, 2013

x Sheila Chew
Notary Public Signature

My commission expires: 12/20/2016

OFFICIAL SEAL
SHEILA CHEW
Notary Public - State of Illinois
My Commission Expires Dec 20, 2016
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 10)

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

Shu G. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 05 DAY OF June ,20 13.

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

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

13-88-12600

OR

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

TOTAL AMOUNT OF CONTRACT:$ 26,000.00
(DOLLARS AND CENTS)

FUND(s) CHARGEABLE: 5321453.521055

APPROVED AS TO FORM:

NOT REQUIRED
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)