

CONTRACT NO. 1430-13784

PROFESSIONAL SERVICES AGREEMENT

JUVENILE REDEPLOYMENT SERVICES

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL

AND

CHAPIN HALL CENTER FOR CHILDREN

CONTRACT NO. 1430-13784

PROFESSIONAL SERVICES AGREEMENT

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- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Grant Agreement

AGREEMENT

This Agreement (also known as "Contract") is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Chapin Hall Center for Children, hereinafter referred to as "Consultant" (also known as "Contractor").

BACKGROUND

The Consultant was selected based on the proposal submitted and evaluated by County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing, and able to perform in accordance with the terms and conditions as set forth in this Agreement.

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

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

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

ARTICLE 2) DEFINITIONS

a) Definitions

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

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

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Grant Agreement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County. Deliverables are described in Exhibit 1.

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

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

c) Standard of Performance

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline

and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are

permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) Minority and Women's Business Enterprises Commitment

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

f) Insurance

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

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

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

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any automobiles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(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 consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. 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 Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

The General Liability Insurance must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the negligent acts or omissions of the officers, agents, employees, contractors, subcontractors,

licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information received from the County is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

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

General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

The County reserves the right to prohibit any person from entering any County facility for any

reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

D) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transition services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

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 November 24, 2014 ("**Effective Date**") and continue until June 30, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of

Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Consultant understands and acknowledges that this Agreement is funded by a grant through the State of Illinois Department of Human Services, as further detailed in Exhibit 5, Grant Agreement. Consultant and its Subcontractors shall comply with all the terms and provisions set forth in the Grant Agreement, including any specific laws, statutes or codes referenced in the Grant Agreement, which are incorporated by reference as though fully set forth herein. Payments under this Agreement from the Grant must not exceed the dollar amount of \$24,500.00, as shown in this Grant Agreement. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

In the event that the State of Illinois Department of Human Services is unable to fund the aforementioned state grant, the County will remit payment to the Consultant according to Exhibit 2, Schedule of Compensation.

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6) DISPUTES

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

ARTICLE 7) COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

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

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

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

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

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

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

vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

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.a and 9.c.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

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

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

v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Article 7 in the performance of the Agreement.
- (vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to

terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b; not to exceed payments already made to Chapin Hall.
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b 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.c.

d) Suspension

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

Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

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

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

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may 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.

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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

d) Governing Law and Jurisdiction

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

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those

circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

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

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

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

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

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under

this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

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

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11) NOTICES

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

If to the County: Justice Advisory Council
69 West Washington Street, Room 1110
Chicago, Illinois 60602
Attention: Chris Bernard

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Contracts & Compliance Manager
 Chapin Hall at the University of Chicago
 1313 E. 60th Street
 Chicago, Illinois 60637
 Attention: Camille Turner

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services

The Consultant will produce a descriptive data analysis (herein “analysis”) for the Justice Advisory Council of youth from Chicago committed to Illinois Department of Juvenile Justice (IDJJ) by the Cook County Juvenile Court from 2010 to 2013. The purpose of this specific analysis is to combine data sets from the Department of Juvenile Justice (DJJ), Illinois Department of Children and Family Services, and Chicago Police Department (CPD) to identify potential interventions and timing of those interventions to prevent IDJJ commitments for similarly situated young people in the future.

The Consultant warrants that it has the ability to conduct the analysis required by the Grant Agreement (Exhibit 4) between Cook County and the State of Illinois Department of Human Services. The Consultant has professional experience in conducting detailed data analyses in the areas of juvenile justice, child welfare, education, and crime and delinquency and will utilize this skill set to provide the Deliverables contained in this Exhibit 1.

The goal of this project is to gain a better understanding of youth entering the juvenile justice system and identify possible ways to prevent that entry. This analysis will focus on youth entering IDJJ for the first time, with a special emphasis on those youth on “bring back orders” for drug offences and misdemeanors.

Scope:

A. Questions around entry into juvenile justice system:

1. What are some of the geographic entry points for youths into juvenile justice?
 - i. Chicago Police Department (CPD) – Which districts or beats were these youth arrested in?
 - ii. Geographic Area – Are there specific locations youths are entering from?
 - a. Chicago Community Area.
 - b. Map out density of youth by location at time of entry.
 - i. Locate hot spots.
 - c. Rates of entry per one thousand (1,000) youths by census tract.
 - d. Special focus on how many youth entering from Cook County came from City of Chicago.
 - iii. Which school attendance boundaries were the youths arrested in?
2. What do we know about these youths prior to entry? Have they ever been involved with the following agencies prior to first entry?

- i. Illinois Department of Children and Family Services:
 - a. Percent of youths with any out of home care placement.
 - i. Placement type
 - b. Percent of youths with any indicated maltreatment report.
 - i. Allegation type
- ii. Chicago Police Department:
 - a. What crimes were they convicted of prior to first entry into IDJJ?
 - b. Have they ever been held in detention before and if so for what?
 - c. Trend or pattern here?

Project Deliverables:

- A. A report summarizing findings and recommendations.
- B. A Microsoft Excel spreadsheet containing aggregated and deidentified data around Questions 1 through 2 listed above.
- C. A series of maps and other graphics based on Question 1 above.

Key Personnel of Consultant:

<u>PERSONNEL</u>	<u>ROLE</u>
Michael Stiehl	Principal Investigator
Robert Goerge	Senior Advisor
Shannon Gultinan	Researcher
Emily Wiegand	Associate Researcher
Kim Foley	Research Project Associate
Nila Barnes	Senior Database Administrator

EXHIBIT 2

Schedule of Compensation

This section to be completed by Cook County based on terms of grant agreement from the State of Illinois Department of Human Services prior to Contract #1430-13784 finalization. Compensation under this Contract shall not exceed **\$24,500.00** without proper authorization per ARTICLE 10)c) of this Contract. The County will pay Consultant for the successful completion of services as outlined in Exhibit 1. All project time will be invoiced per the **Grant Budget Summary** as included in this Exhibit 2. Payment will be made following receipt and review of Consultant's invoices by the Cook County Judicial Advisory Council.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2014

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

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

PRODUCER Lambent Risk Management Services, Inc One North LaSalle Street 35th Floor Chicago IL 60602	CONTACT NAME: Linda Hewlett	
	PHONE (A/C No. Ex): (312) 220-9200	FAX (A/C. No): (312) 220-0117
E-MAIL ADDRESS: linda.hewlett@lambent-rms.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Great American Insurance		16691
INSURER B: Hartford Ins. Group		
INSURER C: Twin City Fire Insurance Co.		29459
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL147304680 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PAC0988528	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAC0988528	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 10,000		UMB0988529	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	83WEBR1215	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		83PG0285439	7/1/2014	7/1/2015	Limits \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Cook County, its officials, employees and agents are named as additional insureds with respect to operations performed per written contract. General Liability coverage is primary and non-contributory. Waiver of subrogation in favor of the additional insureds.

CERTIFICATE HOLDER**CANCELLATION**

(312) 603-3179 nicole.large@cookcountyiil.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Cook County Government
 118 N Clark Street
 Room 1018
 Chicago, IL 60602

AUTHORIZED REPRESENTATIVE

S Evans-Wofford/REGIN

EXHIBIT 4
Grant Agreement

COMMUNITY SERVICES AGREEMENT



BETWEEN
THE DEPARTMENT OF HUMAN SERVICES
AND
COOK COUNTY JUSTICE ADVISORY COUNCIL

FOR FISCAL YEAR 2015

The Illinois Department of Human Services (DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and COOK COUNTY JUSTICE ADVISORY COUNCIL (Provider), with its principal office at 118 N. Clark St. Chicago, IL 60602-1304 and payment address (if different than principal office) at _____, hereby enter into this Community Services Agreement ("Agreement"). DHS and Provider are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

WHEREAS, it is the intent of the Parties to implement services consistent with all Exhibits hereto and pursuant to the duties and responsibilities imposed by DHS under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
TAXPAYER CERTIFICATION

1.1. Federal Taxpayer Identification Number: Nature of Entity. Under penalties of perjury, Provider certifies that 36-6006541 is Provider's correct [X] Federal Taxpayer Identification Number or [] Social Security Number (check one). Provider is doing business as a (please check one):

- [] Individual
[] Sole Proprietorship
[] Partnership
[] Corporation (includes Not For Profit)
[] Medical Corporation
[] Governmental Unit
[] Estate or Trust
[] Pharmacy-Non Corporate
[] Nonresident Alien
[] Pharmacy/Funeral Home/Cemetery Corp.
[X] Tax Exempt
[] Limited Liability Company (select applicable tax classification)
[] D = disregarded entity
[] C = corporation
[] P = partnership

1.2. Estimated Amount of Agreement. The estimated amount payable by DHS to Provider under this Agreement is \$24,500.00. Provider agrees to accept DHS' payment for services rendered as specified in the Exhibits incorporated as part of this Agreement.

1.3. Term. This Agreement shall be effective on Sep 15, 2014, and shall expire on Jun 30, 2015, unless terminated or extended pursuant to the terms hereof.

1.4. Certification. Provider certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Provider acknowledges that the award is made solely upon this certification and that any false statements, misrepresentations or material omissions shall be the basis for immediate termination of this Agreement.

1.5. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF HUMAN SERVICES

COOK COUNTY JUSTICE ADVISORY COUNCIL

By: _____
Michelle R.B. Saddler
Secretary

By: Tori Preckwinkle
Signature of Authorized Representative

By: Patrick B. Ivers
Signature of Designee

Date: 10-31-14

Date: 9-17-14

Printed Name: Patrick B. Ivers

Printed Name: Tori Preckwinkle

Printed Title: Contract Obligation Analyst
Designee

Printed Title: President, Cook County

E-mail: juliana.stratton@cookcountyl.gov

FEIN: 36-6006541

Agreement #: FCSTR03737

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**ARTICLE II
REQUIRED REGISTRATIONS**

2.1. Standing and Authority. Provider warrants that:

(a) Provider is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized.

(b) Provider has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Provider is organized under the laws of another jurisdiction, Provider warrants that it is duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement and the other documents to be executed by Provider in connection with this Agreement, and the performance by Provider of its obligations hereunder, have been duly authorized by all necessary entity action.

(e) This Agreement and such documents to which Provider is a party constitute the legal, valid and binding obligations of Provider enforceable against Provider in accordance with their respective terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally or general principles of equity.

2.2. Compliance with Internal Revenue Code. Provider certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Provider certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal grants greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the grant was awarded.

2.4. DUNS Number. Execution of this Agreement by DHS shall be contingent upon Provider's provision to DHS of a Data Universal Number System (DUNS) number (FAR 52.204-7).

2.5. Compliance with American Recovery and Reinvestment Act (ARRA). If the Program is funded using ARRA funds, Provider will be notified in an Exhibit or Attachment hereto.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"Administrative Costs" means those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective, *i.e.*, a particular Award, Program, Program,

service, or other direct activity of an organization. A cost may not be allocated to an Award as an Indirect Cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a Direct Cost. Provider is responsible for presenting costs consistently and must not include costs associated with its Indirect Cost Rate as Direct Costs. The term "Administrative Costs" is synonymous with the term "Indirect Costs." See, e.g., U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-26.

"Agreement" means this Agreement, and any addendum, schedules and exhibits thereto, all as amended from time to time. Words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" means costs associated with DHS Programs which are reimbursable from DHS funds. Allowable Costs include expenses that are (1) necessary and related to the provision of Program services, (2) reasonable to the extent that a given cost is consistent with the amount paid by similar agencies for similar services, (3) not specified as unallowable, and (4) not illegal. Research expenses may be considered Allowable Costs if Prior Approval is received from DHS. (89 Ill. Adm. Code §509.20(a))

"ARRA" means the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).

"Award" means financial assistance that provides support to accomplish the purpose of this Agreement. Awards include grants and other agreements in the form of money by DHS to Provider.

"CFDA" means the Catalog of Federal Domestic Assistance, a government-wide compendium of Federal programs, projects, services and activities that provide assistance or benefits to the American public.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" means a document that identifies, accumulates and distributes allowable direct and indirect costs under subgrants and contract and identifies the allocation methods used for distributing the costs. A plan for allocating joint costs is required to support the distribution of those costs to the grant program. All costs included in the plan must be supported by formal accounting records to substantiate the propriety of the eventual charges. Providers are required to maintain a Cost Allocation Plan, in accordance with Ill. Adm. Code §509.40(c), if they receive more than one source of funding or operate more than one Program. (89 Ill. Adm. Code §509.20(a)(2))

"Direct Costs" means those costs that can be identified specifically with a particular final cost objective, i.e., a particular Award, Program, service, or other direct activity of an organization, or that can be directly assigned to such an activity with a high degree of accuracy. Direct costs may be charged based on a full-time equivalent or pro-rated basis. A cost may not be assigned to an Award as a Direct Cost if any other cost incurred for the same purpose, in like circumstance, has been allocated to an Award as an Indirect Cost. Provider is responsible for presenting costs consistently and must not include costs associated with its Indirect Cost Rate as Direct Costs.

"Disallowed Costs" means those charges to an award that DHS determines to be Unallowable Costs.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Provider's organization. Assignment of a DUNS Number is mandatory for all organizations required to register with the Federal government for contracts or grants.

"Fee-for-Service" means a Program for which the payments are made on the basis of a rate, unit cost or allowable cost incurred and are based on a statement or bill as required by DHS. (89 Ill. Adm. Code §509.15) Services provided on a Fee-for-Service basis are Medicaid-related.

"FFATA" means Federal Funding Accountability and Transparency Act of 2006 (P. L. 109-282).

"Fixed-Rate" means a Program for which the payments for non-Medicaid services are made on the basis of a rate, unit cost or allowable cost incurred and are based on a statement or bill as required by DHS. Fixed-Rate payments are subject to all Federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. Fixed-Rate services are non-Medicaid services. A Fixed-Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement.

"GAAP" means Generally Accepted Accounting Principles.

"Grant" means any assistance, whether financial or otherwise, furnished by DHS to a person or entity for obligation, expenditure, or use by Provider for a specific purpose(s) as authorized by law. This does not include advance payments made under the authority of Paragraph 9.05 of the State Finance Act, 30 ILCS 105/9.05.

"Indirect Costs" means those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective, *i.e.*, a particular Award, Program, service, or other direct activity of an organization. A cost may not be allocated to an award as an Indirect Cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to an award as a Direct Cost. Provider is responsible for presenting costs consistently and must not include costs associated with its Indirect Cost Rate as Direct Costs. The term "Indirect Costs" is synonymous with the term "Administrative Costs." *See, e.g.*, U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-26.

"Indirect Cost Rate" means is a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, DHS will not reimburse those Indirect Costs unless Provider has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate. If Provider has a current, applicable rate negotiated by a cognizant Federal agency, Provider shall provide to DHS a copy of its Indirect Cost Rate proposal and the acceptance letter from the Federal government. If Provider does not have a current, applicable rate negotiated by a cognizant Federal agency, DHS shall be responsible for establishing an Indirect Cost Rate for Provider.

"Indirect Cost Rate Proposal" means the documentation prepared by Provider to substantiate its request for the establishment of an Indirect Cost Rate.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"OMB" means the Executive Office of the President of the United States, Office of Management and Budget.

"OMB Circular" means instructions or information issued by the President's Office of Management and Budget ("OMB") to Federal agencies.

"Prior Approval" means written approval by an authorized member of DHS management evidencing prior consent.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Provider and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the Award. Interest earned on advances of Federal funds under this Agreement is not Program Income.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-50.

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.3.

"Unallowable Costs" means expenses which, pursuant to DHS rules or policies or Federal regulations, are not reimbursable from DHS funds, unless Prior Approval is received from DHS. Specific Unallowable Costs are set forth in 89 Ill. Adm. Code §509.20(b).

ARTICLE IV PAYMENT

4.1. Availability of Appropriation. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement, or if the Governor decreases DHS' funding by reserving some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. DHS shall notify Provider of such funding failure.

4.2. Illinois Grant Funds Recovery Act. If the funds awarded are subject to the provisions of the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), any funds remaining at the end of the Agreement period which are not expended or legally obligated by Provider shall be returned to DHS within forty-five (45) days after the expiration of this Agreement. The provisions of 89 Ill. Adm. Code §511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

4.3. Cash Management Improvement Act of 1990. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. §6501 *et seq.*) and any other applicable Federal laws or regulations. Programs to which this applies will be listed in the applicable Program Manual and on DHS' website.

4.4. Payments to Third Parties. Provider agrees to hold harmless DHS when DHS acts in good faith to redirect all or a portion of any Provider payment to a third party. DHS will be deemed to have acted in good faith if it is in possession of information that indicates Provider authorized DHS to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. The Agreement amount is established on an estimated basis and may be increased at any time during the term. DHS may decrease the estimated amount of this Agreement at any time during the term if DHS believes Provider will not use the funds during the term, or has used funds in a manner that was not authorized by this Agreement, or if the Governor decreases DHS' funding by reversing some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly or based on actual or projected budgetary considerations. Provider will be notified, in writing, of any adjustment, and reason for the adjustment, of the estimated amount of this Agreement. In the event of such reduction, services provided by Provider under Exhibit A may be reduced accordingly. Provider shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment.

4.6. Interest.

(a) This Paragraph 4.6 does not apply to Fee-for-Service payments or to providers who are not subject to the terms of the Cash Management Improvement Act (31 U.S.C. §6501 *et seq.*).

(b) Federal pass-through grant funds disbursed under this Agreement and held for over five (5) days by Provider shall be placed, when possible, in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. A Provider, which receives such funds, is subject to the requirements of the Cash Management Improvement Act (31 CFR 20S Subpart B) and shall meet all record-keeping requirements. If Provider does not comply with these requirements, Provider will be subject to the interest penalties described in Subpart A of the Cash Management Improvement Act. Any exceptions to this requirement must be approved, in writing, by DHS.

(c) The provisions of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, shall apply to any grant funds, except Fixed Rate, received by Provider under this Agreement. The period of time during which grant funds may be expended by Provider is the Term of this Agreement as set forth in Paragraph 1.3.

4.7. Timely Billing Required. This Paragraph 4.7 does not apply to Fee-for-Service payments. For all non-recurring Federal funding, such as one-time grants and ARRA funding, Provider must submit any bills to DHS within thirty (30) days of the end of the quarter. Failure to submit such bills within thirty (30) days will render the amounts billed an unallowable cost which DHS cannot reimburse. In the event that Provider is unable, for good cause, to submit its bills within thirty (30) days of the end of the quarter, Provider shall so notify DHS within that thirty (30) day period and may request an extension of time to submit the bills. DHS' approval of Provider's request for an extension shall not be unreasonably withheld.

4.8. Certification. Each invoice submitted by Provider must contain the following certification:

Provider certifies that the amounts shown on this invoice (1) are true and correct, (2) have not been falsified, inflated or otherwise improperly represented, (3) have been used only for the purposes set forth in the Community Services Agreement between Provider and DHS, (4) are allowable in accordance with State and Federal laws and regulations, and (5) have not

been submitted for payment to any other State agency or entity.

ARTICLE V
SCOPE OF SERVICES/PURPOSE OF GRANT

5.1. Services to be Provided/Purpose of Grant. Provider will provide the services as described in the applicable Program Manual and Exhibits, including Exhibit A (Scope of Services) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the attached Exhibits and applicable Program Manual.

5.2. Special Provisions. None.

ARTICLE VI
BUDGET

6.1. Exemptions. Fee-for-Service payments are exempt from the budget provisions of this ARTICLE VI. Unless notified in the Exhibits or the Program Attachment to this Agreement, Fixed-Rate payments are exempt from the budget provisions of this ARTICLE VI.

6.2. Submission of Proposed Budget. Within thirty (30) days of execution of this Agreement, Provider shall submit to DHS, via DHS' Community Services Agreement (CSA) Tracking System portal, available on the Internet at <https://grants.dhs.illinois.gov/gpsecure/gtp>, a summary of Provider's budget prepared in accordance with the summary template provided by DHS. Provider may, but is not required to, submit a detailed budget.

6.3. Payment Contingency. Payment to Provider is contingent upon DHS' receipt and approval of Provider's proposed budget. Provider will be paid for reasonable services provided prior to DHS' approval of Provider's budget.

6.4. Budget Approval. A decision indicating approval or disapproval of the proposed budget shall be made by DHS within sixty (60) business days after submission by Provider.

6.5. Preparation of Budget. Provider's budget must be prepared in accordance with the template provided by DHS, which follows and adheres to all applicable Federal guidelines. DHS' policy requires that all Providers follow Federal regulations for Federal funding as set forth in Paragraph 7.11.

6.6. Budget Revisions. The budget is a schedule of anticipated grant expenditures that is approved by DHS for carrying out the purposes of the Grant. When Provider or third parties support a portion of expenses associated with the Award, the budget includes the non-Federal as well as the Federal share of grant expenses. Provider shall obtain Prior Approval from DHS whenever a budget revision is necessary because of:

- (a) the transfer to a third party (by subgranting, contracting or other means) of any work under the Grant;
- (b) the transfer of funds from other budget detail line items greater than ten percent (10%) of the line item; or
- (c) changes in the scope of services or objectives of the Grant.

6.7. Revision Approvals. All requests for budget revisions shall be signed by Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

6.8. Notification. Within thirty (30) calendar days from the date of receipt of the request for budget revisions, DHS will review the request and notify Provider whether or not the budget revision has been approved.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under Grants, Fee-for-Service and Fixed-Rate shall be determined in accordance with the applicable Federal cost principles and the terms and conditions of the award. However, DHS delegates to Provider the authority to approve costs that the applicable cost principles state are allowable only with the prior approval of the funding agency, unless specifically prohibited by other articles in these general provisions, or by the terms and conditions of the Award. Examples of such costs are foreign travel; equipment purchases; and publication and printing costs. This delegation does not relieve Provider of the responsibility to document that such charges are reasonable, necessary and allocable to the Program.

7.2. Indirect Cost Rate Proposal Submission.

(a) This Paragraph 7.2 applies only to:

- (i) Providers who charge, or expect to charge, any indirect costs; and
- (ii) Providers who are allowed to charge indirect costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) Providers who receive \$250,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds, must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than 60 days after their submission of audited financial statements, in a format prescribed by DHS (for example, if audited financial statements are submitted August 2015, then the Indirect Cost Rate Proposal must be submitted in October 2015).

(c) Providers who have had an Indirect Cost Rate Proposal approved by a cognizant Federal agency must submit an Indirect Cost Rate Proposal, but DHS will accept that Proposal, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-43; OMB Circular A-122, 2 CFR Part 230, Appendix A at A.4.b.

7.4. OMB Circular A-21. The Federal cost principles that apply to public and private institutions of higher education are set forth in OMB Circular A-21 (relocated to 2 CFR Part 220).

7.5. OMB Circular A-122. The Federal cost principles that apply to nonprofit organizations that are not institutions of higher education are set forth in OMB Circular A-122 (relocated to 2 CFR Part 230).

7.6. OMB Circular A-87. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in OMB Circular A-87 (relocated to 2 CFR Part 225).

7.7. 48 CFR Part 31. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Changes in Scope of Services. Any Program that is carried out must be consistent with the scope of services. No changes may be made to the scope of services without Prior Approval from DHS. All requests for a change in the scope of services shall be signed by Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

7.9. Changes in Key Grant Personnel. When it is specifically required as a condition of a Grant, the replacement of the Program director or the co-director or a substantial reduction in the level of their effort, *e.g.*, their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Program, requires Prior Approval from DHS. When it is specifically required as a condition of a Grant, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by DHS to be critical to the Program's successful completion. All requests for approval of changes in key Program personnel shall be signed by Provider's grant administrator and submitted to the appropriate DHS program officer. Evidence of the qualifications for replacement personnel (such as a *résumé*) shall be included.

7.10. Financial Management Standards. The financial management systems of Provider must meet the following standards:

(a) **Accounting System.** Provider organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-sponsored Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other grant funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the grant and general ledger accounts which are to be charged or credited.

(1) The documentation required for salary charges to grants is prescribed by the cost principles applicable to the entity's organization (*see* Title XX Social Services).

(2) For Providers subject to OMB Circular A-21 (educational institutions), documentation for salary charges shall either (i) use a payroll distribution based on one of the three methods listed in Section J(10)(c) of OMB Circular A-21 or, alternatively, (ii) with DHS Prior Approval, use a payroll distribution that meets the criteria specified in Section J(10)(b)(2) of OMB Circular A-21.

(3) For Providers subject to OMB Circular A-122 (nonprofit organizations), documentation for all salary charges shall be based on a system of personnel activity reports.

(4) For Providers subject to OMB Circular A-87 (State and local governments), documentation for salary charges shall be based on a system of personnel activity reports unless an employee is working solely on a single Federal award. In such case, the charge for salary will be supported by a certification signed by the employee or the employee's supervisor.

(5) Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(6) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Provider.

(7) If third party in-kind (non-cash) contributions are used on a Program, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Provider must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Provider must also have systems in place that ensure compliance with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Grant Program by the cost categories of the approved budget (including indirect costs that are charged to the Program), and actual expenditures are to be compared with budgeted amounts no less frequently than quarterly.

(e) **Cash Management.** Provider must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant funds to avoid having excess Federal funds on hand. Requests for advance payment shall be limited to Provider's immediate cash needs and are not to exceed anticipated expenditures for a three- (3) to five- (5) day period.

7.11. **Federal Requirements.** State Grants and State funds are subject to Federal requirements and regulations, including but not limited to the applicable OMB Circulars and financial management standards, unless an exemption has been granted and is cited in Paragraph 5.2 of this Agreement.

7.12. **Profits.** It is not permitted for any person or entity to earn a Profit from a Grant, including Fixed Rate Grants. See, e.g., U.S. Department of Health and Human Services Grants Policy Statement, January 1, 2007, at II-29; 45 CFR §92.22.

7.13. **Management of Program Income.** Federal rules govern Program Income for federally-funded Grants (2 CFR §215.24). State-funded Grants shall comply with those same requirements.

**ARTICLE VIII
ADMINISTRATIVE REQUIREMENTS**

8.1. Administrative Requirements. Provider must meet the following administrative requirements with respect to Federal pass-through Grants:

- (a) OMB Circular A-110. The uniform administrative requirements for Grants and other agreements with institutions of higher education, hospitals and other non-profit organizations are set forth in OMB Circular A-110 (relocated to 2 CFR Part 215).
- (b) OMB Circular A-102. The uniform administrative requirements for the management of grants and cooperative agreements with State, local and Federally-recognized Indian tribal governments are set forth in OMB Circular A-102.
- (c) Equipment. Provider must comply with the uniform standards set forth in 2 CFR §§215.31-215.37 governing the management and disposition of property furnished by the Federal government whose cost was charged to a Program supported by a Federal Award. Any waiver from such compliance must be granted by the President's Office of Management and Budget and must be set forth in Paragraph 5.2 of this Agreement.
- (d) Procurement Standards. Provider must comply with the standards set forth in 2 CFR §§215.40-215.48 for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

8.2. Audits. Provider must meet the following audit requirements with respect to Federal pass-through grants:

- (a) Institutions of higher education and other non-profit organizations (including hospitals) shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and revised OMB Circular A-133 ("Audits of States, Local Governments and Non-Profit Organizations").
- (b) State and local governments shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and revised OMB Circular A-133 ("Audits of States, Local Governments and Non-Profit Organizations").
- (c) For-profit hospitals not covered by the audit provisions of revised OMB Circular A-133 shall be subject to the audit requirements of the Federal awarding agency.
- (d) Commercial organizations shall be subject to the audit requirements of the Federal awarding agency or the prime recipient as incorporated in the award document.

**ARTICLE IX
REQUIRED CERTIFICATIONS**

9.1. Certifications. Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Provider.

(a) **Bribery.** Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Educational Loan.** Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(d) **International Boycott.** Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx. 2401 *et seq.* or the regulations of the U.S Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).

(f) **Drug-Free Work Place.** If Provider is not an individual, Provider certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Provider is an individual and this Agreement is valued at more than \$5,000, Provider certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Provider further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 U.S.C. §8102.

(g) **Motor Voter Law.** Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg *et seq.*).

(h) **Clean Air Act and Clean Water Act.** Provider certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 *et seq.*)

(i) **Debarment.** Provider certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).

(j) **Pro-Children Act.** Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 *et seq.*).

(k) **Debt to State.** Provider certifies that neither it, nor its affiliate(s), is/are barred from being awarded a contract because Provider, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Provider, or its affiliate(s), has/have entered into a deferred payment plan to pay off

the debt, and Provider acknowledges DHS may declare the contract void if the certification is false (30 ILCS 500/50-11).

(l) **Grant for the Construction of Fixed Works.** Provider certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Provider shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 U.S.C. §§1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Provider shall maintain, for a minimum of six (6) years, all protected health information.

(n) **Sarbanes-Oxley Act.** Provider certifies that neither it nor any officer, director, partner or other managerial agent of Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.S, and acknowledges that DHS shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

(o) **Forced Labor Act.** Provider certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).

(p) **Illinois Use Tax.** Provider certifies in accordance with 30 ILCS 500/50-12 that it is not barred from being awarded a contract under this Paragraph. Provider acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Provider certifies in accordance with 30 ILCS 500/50-14 that it is not barred from being awarded a contract under this Paragraph. Provider acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (PA 94-0264).

(s) **Abuse of Adults with Disabilities Intervention Act.** Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector

General, Department of Human Services. Provider has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on DHS' behalf and should make a report to the appropriate program office (20 ILCS 2435/1 *et seq.*).

(t) **Procurement Lobbying.** Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

(u) **Restrictions on Lobbying.** Provider certifies that it is in compliance with the restrictions on lobbying set forth in 45 CFR Part 93.

(v) **Business Entity Registration.** Provider certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Provider acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(w) **Non-procurement Debarment and Suspension.** Provider certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(x) **Grant Award Requirements.** Provider certifies that it is in compliance with 45 CFR Part 74 or 45 CFR Part 94.

(y) **Federal Funding Accountability and Transparency Act of 2006.** Provider certifies that it is in compliance with the terms and requirements of P.L. 109-282.

(z) **American Recovery and Reinvestment Act of 2009.** Provider certifies, if applicable, that it is in compliance with the terms and requirements of P.L. 111-5 with respect to reporting fraud, waste and abuse to the Department of Health and Human Services' Fraud Unit. Contact information for reporting fraud, waste and abuse is located at <http://www.oig.hhs.gov/fraud/hotline/>. Provider shall also report such instances of misconduct to the Secretary of DHS with a copy to DHS' General Counsel and DHS' Chief Financial Officer at the following postal or electronic addresses:

To the Secretary:
401 South Clinton Street, Third Floor
Chicago, Illinois 60607
Michelle.Saddler@illinois.gov

To the General Counsel:
100 West Randolph Street, Suite 6-400
Chicago, Illinois 60601
Brian.Dunn@illinois.gov

To the Chief Financial Officer:

100 South Grand Avenue East
Springfield, Illinois 62762
Carol.Kraus@illinois.gov

(aa) **Services, Debarment and Employment.** Provider hereby certifies that all services provided under this Agreement are explicitly identified and described herein. Services not identified in this Agreement are not authorized or chargeable to DHS, including, but not limited to, administrative costs or fiscal agent fees. Provider further acknowledges that DHS is subject to applicable Federal and State laws, rules and policies that are reasonable and necessary to deliver the goods and services as described in the scope of services and required deliverables. Those applicable laws, rules and policies govern the procurement of goods and services as well as the hiring of personnel who perform work or services in an office or position of employment with the State of Illinois. In accordance therewith, Provider hereby certifies, under penalty of applicable laws, that Provider will not provide services that are not specifically described in this Agreement. Provider further agrees that it is in good standing with the State of Illinois, has not been debarred or suspended from conducting business with the Federal government or primary recipients of Federal grants or contracts, and will not retain any individual(s) as staff on behalf of DHS in contravention of State rules and practices governing the hiring of State employees.

ARTICLE X BACKGROUND CHECKS

10.1. Employee and Subcontractor Background Checks. Provider certifies that neither Provider, nor any employee or subcontractor who works on DHS' premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Provider will also supply DHS with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Provider from giving a list within that time. If Provider cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. DHS may conduct, at its expense, criminal background checks on Provider's employees and subcontractors assigned to work on DHS' premises. Provider agrees to indemnify and hold harmless DHS and its employees for any liability accruing from said background checks.

ARTICLE XI UNLAWFUL DISCRIMINATION

11.1. Compliance with Nondiscrimination Laws. Provider, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Adm. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §§2000a- 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (e) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (f) Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13166 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- (g) Charitable Choice: In accordance with P. L. 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

ARTICLE XII LOBBYING

12.1. Improper Influence. Provider certifies that no Federally-appropriated funds have been paid or will be paid by or on behalf of Provider to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal agreement, grant, loan or cooperative agreement.

12.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

12.3. Lobbying Costs. If there are any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program budget, and thereafter treated as other Unallowable Costs.

12.4. Subawards. Provider must include the language of this ARTICLE XII in the award documents for any subawards made pursuant to this Award. All subawardees are also subject to certification and disclosure.

12.5. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. §1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XIII CONFIDENTIALITY

13.1. Compliance with Law. Provider shall comply with applicable State and Federal statutes, Federal regulations and DHS administrative rules regarding confidential records or other information obtained by Provider concerning persons served under this Agreement. The records and information shall be protected by Provider from unauthorized disclosure.

ARTICLE XIV INDEMNIFICATION AND LIABILITY

14.1. Indemnification. Provider agrees to hold harmless DHS against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of

Provider, with the exception of acts performed in conformance with an explicit, written directive of DHS.

14.2. Liability. Neither Party assumes liability for actions of the other Party under this Agreement including, but not limited to, the negligent acts and omissions of either Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement.

ARTICLE XV MAINTENANCE AND ACCESSIBILITY OF RECORDS

15.1. Records Retention. Provider shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code §509, unless a longer retention period is required by a Program Attachment to this Agreement. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

15.2. Accessibility of Records. Provider shall make books, records, related papers and supporting documentation relevant to this Agreement available to authorized DHS representatives, the Illinois Auditor General, Illinois Attorney General, Federal authorities and any other person as may be authorized by DHS (including auditors) or by the State of Illinois or Federal statute. Provider shall cooperate fully in any such audit.

15.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in the preceding provision, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

ARTICLE XVI RIGHT OF AUDIT AND MONITORING

16.1. Monitoring of Conduct. DHS shall monitor Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of Program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. DHS shall have the authority to conduct announced and unannounced monitoring visits and Provider shall cooperate with DHS in connection with all such monitoring visits. Failure of Provider to cooperate with DHS in connection with announced and unannounced monitoring visits is grounds for DHS' termination of this Agreement.

16.2. Requests for Information. DHS may request, and Provider shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

16.3. Rights of Review. This ARTICLE XVI does not give DHS the right to review a license that is not directly related to the Program being audited nor does it allow DHS to unilaterally revoke a license without complying with all due process rights to which Provider is entitled under Federal, State or local law or applicable rules promulgated by DHS.

ARTICLE XVII
FINANCIAL REPORTING REQUIREMENTS

17.1. Quarterly Reports.

(a) This Paragraph 17.1 does not apply to Fee-for-Service payments. Unless notified in the Exhibits or the Program Attachment to this Agreement, Fixed-Rate payments are exempt from this Paragraph 17.1.

(b) Provider agrees to submit financial reports as requested and in the format required by DHS. If Provider receives funding in excess of \$25,000, Provider shall file with DHS quarterly reports describing the expenditure(s) of the funds related thereto. Quarterly reports must be submitted no later than November 1, February 1, May 1 and August 1. Additional information regarding required financial reports is set forth in the applicable Program Manual. Failure to submit such quarterly reports may cause a delay or suspension of funding (30 ILCS 705/1 *et seq.*).

17.2. Close-out Reports.

(a) Fee-for-Service payments are exempt from this Paragraph 17.2.

(b) Provider shall submit annual close-out reports within sixty (60) calendar days following the end of the State fiscal year or longer if specified in the program plan or rules. In the event that this Agreement is terminated prior to the end of the State fiscal year, Provider shall submit a close-out report within sixty (60) calendar days of such termination. The format of this close-out report shall follow a format prescribed by DHS.

(c) If an audit of Provider occurs and results in adjustments after Provider submits a close-out report, Provider will submit a new close-out report based on audit adjustments

17.3. Audited Financial Statements.

(a) This Paragraph 17.3 applies only to Providers who receive \$150,000 or more in funding from the State of Illinois, including all Departments or Agencies thereof, and whether state or federal funds.

(b) Providers not subject to OMB Circular A-133 shall provide audited financial statements, conducted in accordance with Government Auditing Standards, within 180 days after Provider's fiscal year ending on or after June 30, 2015.

(c) Providers subject to OMB Circular A-133 shall submit audited financial statements within 180 days after Provider's fiscal year ending on or after June 30, 2015.

(d) These deadlines may be extended at the discretion of the DHS' Chief Financial Officer.

17.4. Consolidated Financial Reports.

(a) This Paragraph 17.4 applies to all Providers, unless exempted by program rules, regulations or policies.

(b) Providers shall submit Consolidated Financial Reports within 180 days after the Provider's fiscal year ending on or after June 30, 2015. This deadline may be extended at the discretion of the DHS' Chief Financial Officer.

(c) The Consolidated Financial Report must cover the same period as the Audited Financial Statements cover.

(d) Consolidated Financial Reports must include an opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Financial Report.

(e) Consolidated Financial Reports shall follow a format prescribed by DHS.

17.5. Compliance with Grant Requirements of Comptroller. All Grant agreements must comply with the requirements of the Illinois Office of the Comptroller applicable to grants including, but not limited to, Accounting Bulletin No. 161, issued on July 2, 2010.

17.6. Compliance with Federal Reporting Requirements. All Grant agreements funded in whole or in part with Federal funds must comply with all applicable Federal reporting requirements.

17.7. Notice. Provider shall immediately notify DHS of any event that may have a material impact on Provider's ability to perform this Agreement.

17.8. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs.

ARTICLE XVIII PERFORMANCE REPORTING REQUIREMENTS

18.1. Monthly and Quarterly Reports. Provider agrees to submit Performance Reports as requested and in the format required by DHS. Performance Measures listed in **Exhibit E** must be reported no less frequently than quarterly. Some Providers may be required to submit monthly Performance Reports; in such case, DHS shall notify Provider of same and said monthly reports shall be submitted by the 15th day of the month following the most recent month which is the subject of the report. Quarterly Performance Reports must be submitted no later than the 15th day of the month following the close of the quarter. Failure to submit such monthly or quarterly Performance Reports may cause a delay or suspension of funding. (30 ILCS 705/1 *et seq.*)

18.2. Close-out Performance Reports. Provider agrees to submit a Close-out Performance Report, as requested and in the format required by DHS, within ninety (90) calendar days following the end of the State fiscal year. In the event that this Agreement terminates prior to the end of the State fiscal year, Provider agrees to provide a Close-out Performance Report within ninety (90) days after the expiration or termination of this Agreement.

18.3. Content of Performance Reports. All Close-out Performance Reports must include qualitative and quantitative information on customer characteristics, program objectives, program activities, performance measures and outcomes, and evaluation efforts. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Close-Out Performance Report will be determined by DHS contingent on the Award's statutory, regulatory and/or administrative requirements.

18.4. Performance Standards. If applicable, Provider shall perform in accordance with the Performance Standards set forth in Exhibit F.

ARTICLE XIX AUDIT REQUIREMENTS

19.1. Submission of Audit Report. Provider shall annually submit an independent audit report and/or supplemental revenue and expense data to DHS as required by 89 Ill. Adm. Code §507 (Audit Requirements of DHS) to enable DHS to perform fiscal monitoring and to account for the usage of funds paid to Provider under this Agreement.

19.2. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

19.3. Instructions. If Provider is subject to the audit requirements, DHS will send to Provider, by registered or certified mail, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2015.

ARTICLE XX SERVICE PROVIDER DIRECTORY

20.1. Inclusion in Directory. Provider shall be listed in DHS' Service Provider Directory, an Internet-based directory of all providers with whom DHS has an agreement to provide services. Provider must provide the following information to DHS for inclusion in the Service Provider Directory:

- (a) The legal name of Provider;
- (b) Provider's business address;
- (c) Provider's business telephone number;
- (d) Provider's hours of operation;
- (e) The general category of services provided by Provider;
- (f) Areas served by Provider; and
- (g) Provider's service specialization, if any.

20.2. Multiple Locations. In the event that Provider has more than one location, Provider shall include either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Provider's primary location.

20.3. Update Requirements. Provider must advise DHS immediately any time there is a change to any of the foregoing information so that the change may be reflected in the Service Provider Directory no later than the effective date of the change.

20.4. Submission of Information. The information requested in this ARTICLE XX must be submitted to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, within thirty (30) days after execution of this Agreement.

**ARTICLE XXI
INDEPENDENT CONTRACTOR**

21.1. Independent Contractor. Provider is an independent contractor under this Agreement and neither Provider nor any employee or agent of Provider is an employee of DHS and do not acquire any employment rights with DHS or the State of Illinois by virtue of this Agreement. Provider will provide the agreed services and achieve the specified results free from the direction or control of DHS as to the means and methods of performance. Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, DHS makes any such equipment and/or supplies available to Provider, Provider's use of such equipment or supplies provided by DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

**ARTICLE XXII
TERMINATION; SUSPENSION**

22.1. Termination. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

22.2. Breach. DHS may terminate this Agreement immediately upon written notice to Provider in the event Provider breaches this Agreement and either (i) fails to cure such breach within ten (10) days' written notice thereof, or (ii) if such cure would require longer than ten (10) days and the Provider has failed to commence such cure within ten (10) days' written notice thereof. In the event that DHS terminates this Agreement as a result of the breach of the Agreement by Provider, Provider shall be paid for work satisfactorily performed prior to the date of termination.

22.3. Suspension. If the Provider fails to comply with terms and/or conditions of this Agreement, DHS may suspend this Agreement, withhold further payment and prohibit Provider from incurring additional obligations pending corrective action by Provider or a decision to terminate this Agreement by DHS. DHS may determine to allow necessary and proper costs that Provider could not reasonably avoid during the period of suspension.

**ARTICLE XXIII
POST-TERMINATION/NON-RENEWAL**

23.1. Duties. Upon notice by DHS to Provider of the termination of this Agreement or notice that DHS will not renew, extend or exercise any options to extend the term of this Agreement, or that DHS will not be contracting with Provider beyond the term of this Agreement, Provider shall, upon demand:

(a) Cooperate with DHS in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who choose to receive services through another provider.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by DHS under this Agreement.

(c) Grant reasonable access to DHS to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Provider, as well as the identity of any recipients for whom Provider is acting as a representative payee of last resort.

23.2. Survival. The promises and covenants of this ARTICLE XXIII shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

ARTICLE XXIV SUBCONTRACTS

24.1. Subcontracting/Delegation. Provider may not subcontract nor subgrant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of DHS.

(a) The requirement for Prior Approval is satisfied if the subcontractor or subgrantee has been identified in a DHS-approved grant application, such as, without limitation, a Program Plan or a Work Plan.

(b) In emergencies, Provider will request approval in writing within seven (7) days of the use of a subcontractor or subgrantee to fulfill any obligations of this Agreement. Approved subcontractors or subgrantees shall adhere to all provisions of this Agreement.

24.2. Application of Terms. Provider shall advise any subgrantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XXV INTERNET ACCESS

25.1. Access to Internet. Provider must have Internet access. Internet access may be either dial-up or high-speed/DSL. Provider must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from DHS. Provider may list additional e-mail addresses at contract execution. The additional addresses may be for a specific department/division of Provider or for specific employees of Provider. Provider may list additional e-mail points of contact in the same manner as listed above. Provider must notify DHS of any e-mail address changes within five (5) business days from the effective date of the change.

ARTICLE XXVI NOTICE OF CHANGE

26.1. Notice of Change. Provider shall give thirty (30) days' prior written notice to DHS if there is a change in Provider's legal status, Federal employer identification number (FEIN), DUNS number, or address. DHS reserves the right to take any and all appropriate action as a result of such change(s).

26.2. Failure to Provide Notification. Provider agrees to hold harmless DHS for any acts or omissions of DHS resulting from Provider's failure to notify DHS of these changes.

26.3. Circumstances Affecting Performance; Notice. In the event Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Provider's ability to perform under this Agreement, Provider shall notify DHS, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement. Such notice must be sent to the Secretary of DHS with a copy to DHS' General Counsel and DHS' Chief Financial Officer at the following postal or electronic addresses:

To the Secretary:
401 South Clinton Street, Third Floor
Chicago, Illinois 60607
Michelle.Saddler@illinois.gov

To the General Counsel:
100 West Randolph Street, Suite 6-400
Chicago, Illinois 60601
Brian.Dunn@illinois.gov

To the Chief Financial Officer:
100 South Grand Avenue East
Springfield, Illinois 62762
Carol.Kraus@illinois.gov

26.4. Effect of Failure to Provide Notice. Failure to provide the notice described in the preceding Paragraph shall be grounds for immediate termination of this Agreement.

ARTICLE XXVII ASSIGNMENT

27.1. Assignment Prohibited. Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the Prior Approval of DHS shall render this Agreement null, void, and of no further effect.

ARTICLE XXVIII MERGERS/ACQUISITIONS

28.1. Effect of Reorganization. Provider acknowledges that this Agreement is made by and between DHS and Provider, as Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that DHS agrees to continue this Agreement, or any license related thereto, should Provider reorganize or otherwise substantially change the character of its corporate or other business structure. Provider agrees that it will give DHS prior notice of any such action and will provide any and all reasonable documentation necessary for DHS to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XXVIII shall constitute a material breach of this Agreement.

**ARTICLE XXIX
CONTRACTS WITH OTHER STATE AGENCIES; OTHER REQUIRED DISCLOSURES**

29.1. Disclosure. Provider shall fully disclose, in Exhibit G, all contracts and other agreements to which it is a party with any other State agency. For each contract or agreement, Provider shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

Within thirty (30) days of execution of this Agreement, Provider shall submit Exhibit G to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, or via email at DHS.DHSOCA@illinois.gov. Providers with multiple Agreements with DHS for the same fiscal year need to submit Exhibit G only once.

29.2. Copies upon Request. Provider shall, upon request by DHS, provide DHS with copies of contracts or other agreements to which Provider is a party with any other State agency.

29.3. Related Parties. Within 30 days of execution of this Agreement, Provider shall disclose all Related Parties.

29.4. Provider Board Membership. Within 30 days of execution of this Agreement, Provider shall submit its Board membership. In the event of changes to the membership of Provider's Board during the term of this Agreement, Provider shall timely notify DHS of such changes.

**ARTICLE XXX
CONFLICT OF INTEREST**

30.1. Prohibited Payments. Provider agrees that payments made by DHS under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

30.2. Request for Exemption. Provider may request written approval from DHS for an exemption from Paragraph 30.1. Provider acknowledges that DHS is under no obligation to provide such exemption and that DHS may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as DHS may require.

**ARTICLE XXXI
TRANSFER OF EQUIPMENT**

31.1. Transfer of Equipment. DHS shall have the right to require that Provider transfer to DHS any equipment, including title thereto, purchased in whole with DHS funds. DHS shall notify Provider in writing should

DHS require the transfer of such equipment. Upon such notification by DHS, and upon receipt or delivery of such equipment by DHS, Provider will be deemed to have transferred the equipment to DHS as if Provider had executed a bill of sale therefor.

31.2. Meaning of "Equipment". For purposes of this ARTICLE XXXI, equipment means any equipment used in the administration and/or operation of the Program having a useful life of two (2) years or more and an acquisition cost of at least \$500.

ARTICLE XXXII WORK PRODUCT

32.1. Definition of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Provider assigns to DHS all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant DHS any right, title or interest in Provider's intellectual property that has been or will later be developed outside the scope of services provided hereunder.

32.2. License to DHS. To the extent Provider-owned works are incorporated into Work Product, Provider grants to DHS a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Provider-owned works when included within the Work Product. Provider shall not copyright Work Product without DHS' prior written consent.

32.3. License to Provider; Objections. DHS grants to Provider a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to DHS at least forty-five (45) days prior to publication or other disclosure. Upon written objection from DHS, Provider shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and DHS administrative rules, from materials before publication. DHS may also object to the publication on grounds other than confidentiality. As to the latter objections, Provider and DHS will attempt to resolve DHS' concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. DHS waives any objections not made to Provider in writing before expiration of the review period.

32.4. Unresolved Objections; Disclaimer. If DHS' objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Provider may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the Illinois Department of Human Services, the Illinois Department of Human Services does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, DHS shall not have the right to control or censor the contents of Provider publications.

ARTICLE XXXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

33.1. Publications, Announcements, etc. In the event that DHS funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the Illinois Department of Human Services." Exceptions to this requirement must be requested, in writing, from DHS and will be considered authorized only upon written notice thereof to Provider.

33.2. Prior Notification/Release of Information. Provider agrees to notify DHS prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with DHS in joint or coordinated releases of information.

ARTICLE XXXIV INSURANCE

34.1. Purchase and Maintenance of Insurance. Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement.

34.2. Cost of Insurance. If, during the term of this Agreement, Provider's cost of property and casualty insurance increases by twenty-five percent (25%) or more, or if new State regulations impose additional costs on Provider, Provider may request that DHS review this Agreement and adjust the compensation or reimbursement provisions hereof in accordance with any agreement reached, all of which shall be at the sole discretion of DHS and subject to the limitations of DHS' appropriated funds.

34.3. Claims. If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to DHS.

ARTICLE XXXV LAWSUITS

35.1. Indemnification. Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. DHS makes no representation that Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXXVI GIFTS AND INCENTIVES PROVISION

36.1. Gift Ban. Provider is prohibited from giving gifts to DHS employees (5 ILCS 430/10-10). Provider will provide DHS with advance notice of Provider's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Provider in carrying out its responsibilities under this Agreement.

ARTICLE XXXVII EXHIBITS; ATTACHMENT AND PROGRAM MANUAL

37.1. Exhibits A through H. **Exhibits A through H** and any documents referenced therein are attached hereto and are incorporated herein in their entirety.

37.2. Attachment and Program Manual. The related Attachment and Program Manual are hereby incorporated into this Agreement and can be found via the following DHS website:
<http://www.dhs.state.il.us/page.aspx?item=29741>.

**ARTICLE XXXVIII
MISCELLANEOUS**

38.1. Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Provider acknowledges that this Agreement does not create any expectation of renewal.

38.2. Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

38.3. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

38.4. No Waiver. No failure of DHS to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Provider may rely for the purpose of denial of such a right or remedy to DHS.

38.5. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against DHS arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* DHS does not waive sovereign immunity by entering into this Agreement.

38.6. Compliance with Law. This Agreement and Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, ARRA and its reporting requirements, Federal regulations, State administrative rules, including 89 Ill. Adm. Code §509, and any and all license and/or professional certification provisions.

38.7. Compliance with Freedom of Information Act. Upon request, Provider shall make available to DHS all documents in its possession that DHS deems necessary in order to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

38.8. Cooperation with Office of the Executive Inspector General. In the event that Provider is contacted by the Office of the Executive Inspector General for the Agencies of the Illinois Governor, Provider shall cooperate fully with any request made by the Inspector General and his or her designee including, but not limited to, requests for documents and interviews.

38.9. Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

38.10. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

38.11. Entire Agreement. Provider and DHS understand and agree that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Provider or DHS.

38.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties

are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

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EXHIBIT A
SCOPE OF SERVICES

FEDERAL PROGRAM NAME:
STATE PROGRAM NAME: REDEPLOY PLANNING GRANT
PURPOSE OF GRANT

CFDA: General Revenue Funds - Appropriation Code: 83001490J
Appropriation Desc: Redeploy Illinois
Appropriation Amount: \$24,500.00
Maintenance of Effort (MOE): No
Matching Funds: No

This planning Grant is intended to allow counties to explore the possibility of becoming a full Redeploy Illinois Program site. Completion of the Redeploy Illinois Planning Grant process is an eligibility requirement of any future RFP to add new Redeploy Illinois program sites. Completing this planning process will enhance the county's ability to more effectively serve juveniles. The Redeploy Illinois Oversight Board (RIOB) is of the belief that a planning grant will help the counties understand the initiative, its expectations, how it could positively impact their community and youth, as well as get a feel for their ability to meet the 25% commitment reduction requirement. This is important because this reduction requirement has been the most cited reason for the counties not applying to be a Redeploy Illinois site because failure to meet this requirement carries a financial penalty that must be paid by the county for every youth in excess of the requirement.

The Redeploy Illinois Public Act 093-0641 took effect December 31, 2003. The Act and its subsequent revisions provides selected counties with funding for community-based services, which can include opportunities in education, recreation, community service, crisis and health intervention, and alternatives for non-violent youth who would otherwise be committed to the Illinois Department of Juvenile Justice (IDJJ).

In state fiscal year 2005, through the efforts of Illinois juvenile justice professionals and advocates concerned about the incarceration of at-risk youth, legislators responded with funding for a new approach to the rehabilitation of juvenile offenders. Redeploy Illinois began as a pilot project in four sites and is currently funded to 12 sites in 43 counties. The program has provided individualized services to nearly 2,000 youth, and the RIOB continues to actively support expansion.

Research suggests that non-violent youth are less likely to be involved in subsequent delinquent behavior if they remain in their communities and receive appropriate services that address their underlying needs. Community-based options for juvenile offenders also are generally less costly than institutional care in correctional facilities.

In 2012, 238 fewer youth were committed to IDJJ because of the Redeploy Illinois program, saving Illinois taxpayers nearly \$11.7 million in unnecessary incarceration costs for 2012. In the first eight years of the program, participating counties sent 1,036 juveniles to IDJJ. This is a steep decline from the projected 2,268 youth that were likely to have been sent based on the previous three-year commitment trend; it represents a 54% reduction in IDJJ commitments over the life of the program. Through 2012, the Redeploy program diverted 1,232 youth saving the state a conservative \$60 million in unnecessary incarceration costs.

----- END OF PROGRAM: REDEPLOY PLANNING GRANT -----

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
DELIVERABLES

The Provider will explore the possibility of Redeploy Illinois in the identified county. This will include, among other things, an analysis of:

Juvenile Justice related data
Current services offered
Services needed
Strategies for service delivery
Potential eligible populations
Local governance of juvenile justice issues
Data collection and analysis capabilities
Estimated costs involving alternatives for delinquent youth
The systems readiness for such a program

Planning grant recipients will:

Participate in two (2) Department arranged meetings
Conduct an in depth analysis of the case files of each participant committed from the county for the past 3 calendar years (2010, 2011, 2012) or newer if available.
Submit a detailed program budget within 15 days of the contract start on forms that will be provided by the Department
Provide an Agency budget to the Illinois Department of Human Services (IDHS) Office of Contract Administration within 30 days of the contract start
Submit a final Planning Grant report in the format provided by the Department. This report will detail the work of the county, the activities undertaken, and the compiled results of the Planning grant process. This report will be due the Illinois Department of Human Services (IDHS) on or before March 13, 2015.
Prepare a draft of this report to be submitted to the Department and the Redeploy Illinois Oversight Board on or before January 8, 2015. Upon request, be prepared to present the draft report to the Oversight Board.
Upon completion of the Planning Grant Report, an analysis will be conducted to provide strategic recommendations for the implementation of PA 97-0362 throughout Cook County. This plan may result in an opportunity for additional funding for further analysis and implementation.
Provide monthly expenditure documentation reports in the format provided by the department. This report will be due to Illinois Department of Human Services (IDHS) on or before the 15th of each month for the preceding month documenting all expenditures through the end of the month. ALL GRANT FUNDS MUST BE EXPENDED BY June 30, 2015. Any funds not expended by this date will be forfeited.

Information provided to the Department of Human Services may be shared with the Redeploy Illinois Oversight Board and may be included in the annual report to the Governor and General Assembly, or any other publication deemed appropriate by the Board.

----- END OF PROGRAM: REDEPLOY PLANNING GRANT -----

**EXHIBIT C
PAYMENT**

Provider shall receive an estimated total compensation of \$24,500.00 for services under this Agreement.

Enter specific terms of payment here:

Payment

Indirect costs are not allowed in this grant. Grant expenditures will ONLY be approved if spent on Redeploy planning grant activities. These may also include administration and planning expenditures directly related to the grant. There is no cap on administrative expenditures. Grant expenditures may NOT include probation officer staff or equipment purchases. Acceptable expenditures may include, but are not limited to: existing staff overtime (including probation officer and staff), office expenses, meeting expenses, site visit expenses, contractual/consultant fees, data collection, entry & analysis, report writing, travel, and attendance at two (2) Department arranged meetings.

Payments to the provider will be made on a reimbursement basis, and may be rounded to the nearest \$100.00. Failure of the provider to provide timely documentation may result in a reduction to the total award.

The final payment from the Department under this agreement shall be made upon the Departments determination that all requirements under this agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after a completion of a review of the providers records as stated in the agreement.

Methodology to document the use of funds:

The county shall provide summary documentation by line item of actual expenditures incurred for the purchase of goods and services necessary for conduction planning activities. The county shall use generally accepted accounting practices to record expenditures and revenues as outlined in DHS Rule 509, Fiscal Administrative Recordkeeping and Requirements.

Expenditures shall be recorded in the countys records in such a manner as to establish an audit trail for future verification of appropriate use of Agreement funds.

Expenditure documentation must be submitted in the format defined by the Division of Family and Community Services. Expenditures must be received by the Department no later than the 15th day of the month following the month of service.

Provide monthly expenditure documentation reports in the format provided by the department. This report will be due to Illinois Department of Human Services (IDHS) on or before the 15th of each month for the preceding month documenting all expenditures through the end of the month. ALL GRANT FUNDS MUST BE EXPENDED BY June 30, 2015. Any funds not expended by this date will be forfeited.

Final billings must be received by July 15th, 2015. Submit expenditure documentation to dhs.youthservicesinfo@illinois.gov

----- END OF PROGRAM: REDEPLOY PLANNING GRANT -----

Estimated Annual Contract Amount: \$24,500.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

All notices required or desired to be sent by either Party shall be sent to the persons listed below.

DHS CONTACT

Name: Karrie Rueter

Title: Bureau Chief

Address: 823 East Monroe
Springfield, IL 62702

Phone: 217-557-0193

TTY #: _____

Fax #: _____

E-mail Address: karrie.rueter@illinois.gov

PROVIDER CONTACT

Name: Juliana Stratton

Title: Director

Address: 118 N. Clark St.
Chicago, IL 60602-1304

Phone: 312-603-1137

TTY #: _____

Fax #: _____

E-mail Address: juliana.stratton@cookcountyil.gov

EXHIBIT E
PERFORMANCE MEASURES

Performance Measures

Completion and timely submission of a Final Planning Grant Report

Timely submission of monthly fiscal reports

Participation in DHS arranged meetings

----- END OF PROGRAM: REDEPLOY PLANNING GRANT -----

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards

A Draft Planning Grant Report will be submitted via email to the Department on or before January 8, 2015.

The Final Planning Grant Report will be submitted via email to the Department on or before March 13, 2015. This report will include, at a minimum, an analysis of: Juvenile Justice related data; current services offered; services needed; Strategies for service delivery; potential eligible populations; local governance of juvenile justice issues; data collection and analysis capabilities; estimated cost involving alternatives for delinquent youth; a read on the systems readiness for such a program.

Monthly Expenditure Reports submitted via email to the Department by the 15th of the month for the previous month

100% of DHS arranged meetings will be attended by the provider

----- END OF PROGRAM: REDEPLOY PLANNING GRANT -----

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Provider is a party with any other State agency, state:

1. The name of the State agency;
2. The number of the contract(s) or other agreement(s);
3. The estimated amount of the contract(s) or other agreement(s);
4. The term of the contract(s) or other agreement(s); and
5. The nature or purpose of the contract(s) or other agreement(s).

EXHIBIT H
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

These Linguistic and Cultural Competency Guidelines and Assurance (LCC Guidelines) are attached to the Community Services Agreement (Agreement) and incorporated into it. Throughout this attachment, DHS is referred to as the Agency.

SECTION I
INTRODUCTION

1.1. Introduction. The purpose of these LCC Guidelines is to improve access to culturally competent programs, services, and activities for Limited English Proficient (LEP) customers, persons who are hard of hearing or Deaf, and persons with low literacy (collectively, the Goal). LEP Customers, as used herein, includes LEP Customers, persons who are hard of hearing or Deaf, and persons with low literacy.

1.2. Linguistic and Cultural Competency Mandate: These LCC Guidelines were developed because the State of Illinois must comply with the Constitution of the United States, Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Americans with Disabilities Act Amendments Act of 2008, Illinois Human Rights Act, the 1970 Constitution of the State of Illinois and any laws, regulations or orders, federal or state, which prohibit discrimination on the grounds of race, sex, color, religion, national origin, age, ancestry, marital status, disability, or the inability to speak or comprehend the English language.

SECTION II
KEY CONCEPTS

2.1. Cultural Competence. A set of behaviors, attitudes and policies in a system, agency or among professionals that affect cross-cultural work, evolving over time.

2.2. Individual Cultural Competence. Acquisition of the values, knowledge, skills and attributes that allows an individual to work appropriately in cross-cultural situations.

2.3. Organizational Cultural Competence. Systems and organizations approve, and in some cases mandate, the incorporation of cultural knowledge into policymaking, infrastructure and practice. An example of an LEP practice would include: requiring written material translated, adapted, and or provided in alternative formats based on needs and preferences of the populations served.

2.4. Language Access. Assuring language access means providing language assistance services, including bilingual personnel and interpreter services, at no cost to each LEP customer, at key points of contact, in a timely manner. Interpretation and translation services must comply with all relevant federal, state and local mandates governing language access. Consumers must engage in evaluation of language access and other communication to ensure quality and satisfaction. Importantly, Title VI of the Civil Rights Act of 1964 prohibits

discrimination on the basis of race, color or national origin including actions that *delay, deny, or provide different* quality services to a particular individual or group of individuals. See Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241, as amended.

2.5. Meaningful Access. Providers and their subcontractors, providing services subject to 7 CFR §272.4(b) are required to take reasonable steps to ensure meaningful access to their services and programs by LEP Customers. Compliance involves the balancing of four factors: 1) the number and proportion of eligible LEP Customers, 2) the frequency of contact with LEP Customers, 3) the importance or impact of the contact upon the lives of the person(s) served, and 4) the resources available to the organization. This four-factor analysis (LEP Assessment) may be applied to the different types of programs or activities the Provider provides to determine the level of language assistance measures sufficient to assure full compliance or to demonstrate reasonable efforts.

SECTION III PLAN

3.1. Plan Development. Providers are required to develop a plan (the LCC Plan) to meet the Goal, which must include a description of the customer base served by the Provider and an analysis of the four factors discussed in section 2.5, following the LCC Guidelines contained herein. Appendix A provides the plan elements with corresponding indicators of plan compliance. Appendix B provides a guide for drafting the LCC Plan.

3.2. Language Assistance Services. The LCC Plan should explain how the Provider will meet the needs of LEP Customers, either through direct assistance, use of private interpretation services or use of State-funded or other interpretation programs, via both short-term and long-term strategies. For example, a Provider may solicit, through all reasonable and available means, the services of a subcontractor to provide interpretation, translation or other services to assist the Provider in meeting the Goal.

3.3. Personnel Strategies. The LCC Plan should include a description of how the Provider will promote strategies to increase recruitment, hiring, retention, and promotion of personnel with bilingual and bicultural backgrounds representative of the target population served, such as establishing requirements for specific language skills in job descriptions and compensation for bilingual skills or American Sign Language skills.

3.4. Data-Driven Approach. Providers must incorporate data-driven rationale for the approach in its LCC Plan. Providers should collect customer data on race, ethnicity, and primary spoken language to ensure every effort is made to provide consumers with effective, understandable and respectful services provided in the consumers' preferred language and in a manner sensitive to cultural beliefs and practices. Providers should maintain current demographic and cultural profile of the community to plan for services that respond to the cultural and linguistic characteristics of the service area.

3.5. Additional Information. The LCC Plan should include any additional information that will aid the Agency in assessing the Provider's ability to provide access to services for LEP Customers.

3.6. Contract Inclusion. If applicable based on the Provider's customer base, the LCC Plan will include any executed agreements specifying the terms and conditions of the relationship between the Provider and any entity providing language access support to programs, services, and activities to meet the Goal.

3.7. Plan Submission. The Provider shall submit to the Agency its LCC Plan by June 30, 2015.

3.8. Plan Amendments. The Provider may amend the LCC Plan and provide written notice to the DHS of such amendment. The Provider must ensure that any amendments to the LCC Plan do not result in a reduction in access to programs, services, and activities for LEP Customers.

3.9. Plan Implementation. It is expected that once the initial LCC Plan has been submitted to the Agency, in subsequent years, the Provider will submit an annual report detailing progress toward implementation (LCC Plan Implementation Progress Report) at the time of contract execution, commonly July 1st. The LCC Plan Implementation Progress Report shall identify all goals met and describe any efforts made toward meeting additional goals still in progress.

SECTION IV RECORDS AND COMPLIANCE

4.1. Compliance. Compliance with the LCC Guidelines, as described herein, is an essential part of the Agreement.

4.2. Records. The Provider shall maintain a record of all relevant data with respect to the access of programs, services, and activities by LEP Customers for a period of at least five years after the completion of this Agreement. Complete access to these records, and data reasonably related to a representation by the Provider regarding these LCC Guidelines or the LCC Plan, shall be granted by the Provider upon 48 hours' written notice by the Agency.

4.3. Periodic Review. The Agency may periodically review the Provider's compliance with these LCC Guidelines, its LCC Plan and the terms of its contract. Without limitation, the Provider's failure to cooperate in providing information regarding its compliance with these LCC Guidelines or its LCC Plan, or the provision of false or misleading information or statements concerning compliance, customer base, good faith efforts, or any other material fact or representation shall constitute a material breach of this Agreement and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the Agreement or at law or in equity.

APPENDIX A
LINGUISTIC AND CULTURAL COMPETENCE ELEMENTS AND INDICATORS

This table lists the LCC Guideline elements and the respective indicators, which demonstrate full compliance.

LINGUISTIC AND CULTURAL COMPETENCY ELEMENTS	INDICATORS
<p>1. Organizations should have a linguistic and cultural competence plan for the funded program(s) or for the organization as a whole that includes clear goals, outcomes, policies and procedures related to the provision of culturally and linguistically appropriate services.</p>	<p>1. The LCC Plan addresses in a meaningful way the guidelines in this document and is consistent with the organization's mission. 2. The LCC Plan has defined short-term and long-term goals and outcomes that improve services to LEP Customers, persons who are hard of hearing or Deaf, and persons with low literacy. 3. The LCC Plan identifies a staff member responsible for overseeing its implementation.</p>
<p>2. Organizations should implement strategies to recruit, retain, and promote at all levels, diverse staff and leadership that are representative of the service area's population characteristics. Regular staff training should be incorporated as a key element to strengthen cultural competency.</p>	<p>1. The LCC Plan demonstrated hiring, retention and promotion of staff of racial and ethnic backgrounds representative of target population served. 2. The LCC Plan notes that personnel at different levels receive ongoing education and training in culturally and linguistically service delivery. 3. The LCC Plan establishes requirements for specific language skills in job descriptions and remuneration for language skills.</p>
<p>3. Organizations should provide hearing impaired and language assistance services, including bilingual personnel and interpreter services, at no cost to each LEP Customer, or those who are hard of hearing or Deaf, at key points of contact, in a timely manner that facilitates maximum access to services.</p>	<p>1. The LCC Plan includes evidence that appropriate interpretation services are provided to the LEP Customers in a timely manner. 2. The LCC Plan includes an assessment of personnel and interpreters' ability to effectively communicate in a language other than English or to provide American Sign Language in their specific field of service. 3. The LCC Plan notes that family, friends, or other unlicensed or untested individuals are not used to provide interpretation services.</p>
<p>4. Organizations should provide to consumers in their preferred language both verbal and written notices of their right to receive language assistance services that are culturally appropriate.</p>	<p>1. The LCC Plan notes that easily understood consumer-related materials and visible notices are posted in languages of commonly encountered groups represented in the service area. 2. The LCC Plan notes that pertinent written, oral, and symbolic consumer materials, including consent forms, statement of rights forms, posters, signs, and audio tape recordings, are available in the language of the consumer, including Braille, and available at all key points of access. 3. The LCC Plan puts quality assurance measures in place to verify accuracy of translated documents:</p>
<p>5. Organizations should collect customer data to ensure that every effort is made to provide consumers with effective, understandable and respectful services, provided in the consumer's preferred language and in a manner sensitive to cultural beliefs and practices.</p>	<p>1. The LCC Plan is data driven, based on analysis of verifiable service and demographic data, including the consumers' self-identified primary spoken language, race, ethnicity, need for language assistance and how language assistance was provided (e.g. on-site interpreter, telephone interpreter, preferred interpreter or brought own interpreter). 2. The LCC Plan uses the data to assess new and emerging community and population needs. 3. The LCC Plan notes that the organization tracks consumer satisfaction with language access services and with sensitivity to consumer culture.</p>

**APPENDIX B
DRAFTING AN LCC PLAN**

Providers must submit an LCC Plan to serve LEP Customers as described above. Providers should include any additional information that will add clarity to the Provider's proposed LCC Plan to provide access to services for LEP Customers

The following is a guide for drafting the LCC Plan submission:

1. Identifying the LEP Customers Who May Need Assistance. Describe the number or proportion of LEP Customers eligible to be served or encountered. Use the four factor analysis to provide an assessment of need and required effort, *i.e.* include the LEP Assessment. As described in section 2.5, the four factors are: 1) the number and proportion of eligible LEP Customers, 2) the frequency of contact with LEP Customers, 3) the importance or impact of the contact upon the lives of the person(s) served, and 4) the resources available to the organization.

2. Organizational or Program LCC Plan. Provide a general description of the linguistic and cultural competence plan for the funded program(s) or for the organization as a whole that includes clear goals, outcomes, policies and procedures related to the provision of culturally and linguistically appropriate services.

3. Diverse Personnel and LCC Training. Describe the strategies used to recruit, retain and promote at all levels, diverse personnel and leadership that are representative of the demographic characteristics of the service area. Provide a list of personnel positions that receive ongoing education and training in culturally and linguistically appropriate service delivery.

4. Language Assistance Measures. Describe any language assistance services, such as bilingual personnel and interpreter services, cost of services, point of accessing the services, and how the services are delivered. Describe efforts and solicitations to secure the services of a Provider to provide interpretation or translation services, or other services (e.g. LCC Provider) that will assist the Provider in meeting the Goal. Describe the use of services from available minority community organizations; minority business groups; local, state, and federal minority business offices; and other organizations that provide assistance in meeting the Goal.

5. Providing Notice to the LEP Customers. Describe practices established to ensure consumers receive both verbal and written notices, in their preferred language, of their right to receive language assistance or American Sign Language services. List any consumer-related materials and signage that are in languages of commonly encountered groups represented in the service area, including the languages in which the materials are available.

6. Quality Assurance. Describe the procedures that ensure that consumers receive effective, understandable and respectful services, provided in the consumer's preferred language and in a manner sensitive to cultural beliefs and practices including a description of data collection procedures.

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

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ 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.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

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

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

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

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

1313 East 60th Street

Chicago, IL 60637

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) 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:

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Chapin Hall Center for Children D/B/A: Chapin Hall at the University of Chicago EIN NO.: 36-2167012

Street Address: 1313 East 60th Street

City: Chicago State: IL Zip Code: 60637-2830

Phone No.: 773-753-5900

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Not-for-Profit

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
None		

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

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

[Signature]
 Signature

bsamuels@chapinhall.org
 E-mail address

Executive Director
 Title

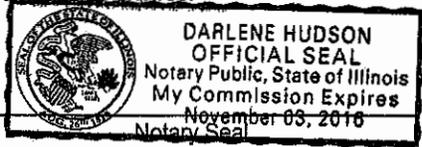
7/3/2014
 Date

773-256-5116
 Phone Number

Subscribed to and sworn before me this 3rd day of July, 2014

X [Signature]
 Notary Public Signature

My commission expires: 11/03/2016





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: N/A Title: N/A

Business Entity Name: Chapin Hall Center for Children Phone: 773-753-5900

Business Entity Address: 1313 East 60th Street, Chicago IL 60637

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

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

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

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

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

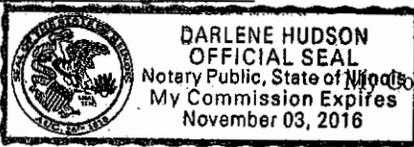
[Signature] _____ Date 7/3/2014
Owner/Employee's Signature

Subscribe and sworn before me this 3rd Day of July, 2014

a Notary Public in and for Cook County

[Signature]
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 11/03/2016

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

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BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

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

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

**SIGNATURE BY A CORPORATION
(SECTION 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: Chapin Hall Center for Children

BUSINESS ADDRESS: 1313 E 60th St, Chicago IL 60637

BUSINESS TELEPHONE: (773) ⁷⁵³226-5900 FAX NUMBER: 773-753-5940

CONTACT PERSON: Camille Turner

FEIN: 36-2167012 *IL CORPORATE FILE NUMBER: E9970-6830-06

LIST THE FOLLOWING CORPORATE OFFICERS:

Director of Financial Service

PRESIDENT: David Sarge VICE PRESIDENT: N/A

SECRETARY: N/A TREASURER: N/A

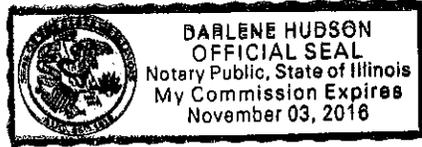
**SIGNATURE OF PRESIDENT: David Sarge

ATTEST: Camille Turner *Manager, Contracts & Compliance* **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this
16th day of September, 2014.

x Darlene Hubson
Notary Public Signature

My commission expires:



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.

**Resolution of the Board of Directors of
Chapin Hall Center for Children**

Board Meeting

May 23, 2013

The Board of Directors of Chapin Hall Center for Children hereby adopts the following resolution authorizing the appropriate officers of Chapin Hall Center for Children ("Chapin Hall") to enter into contracts and other agreements on behalf of Chapin Hall.

Authority to Enter into Contracts and Other Agreements

RESOLVED, that the Executive Director of Chapin Hall be authorized to execute and deliver on behalf of Chapin Hall such contracts, instruments, leases, letters of credit, notes, credit lines, other debt instruments, or other agreements creating legal obligations of Chapin Hall (collectively, "Contracts") as the Executive Director shall deem prudent, in the best interests of Chapin Hall, and not inconsistent with any prior resolutions of this Board of Directors;

FURTHER RESOLVED, that in the absence or disability of the Executive Director, any acting Executive Director of Chapin Hall or, in the absence or disability of an acting Executive Director, the Associate Director of Chapin Hall, may exercise any of the foregoing authorities of the Executive Director, subject to the same limitations;

FURTHER RESOLVED, that the Executive Director may delegate to one or more senior employees of Chapin Hall all or any portion of the foregoing authorities, as the Executive Director shall find prudent and in the best interests of Chapin Hall, subject to the same limitations, and provided further any such delegation shall be in writing;

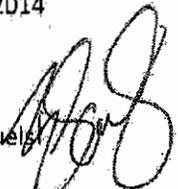
FURTHER RESOLVED, that all authority granted by these resolutions shall remain in effect until the date it is revoked by action of the Board of Directors, in its sole discretion; and

FURTHER RESOLVED, that the resolutions pertaining to authority to enter into contracts and other agreements that were ratified by vote of the Board of Directors on March 27, 2013 are hereby revoked and replaced with these resolutions.

Chapin Hall at the University of Chicago
Policy research that benefits children, families, and their communities

Date: August 19, 2014

To: Files

From: Bryan Samuels 

Re: Authorization to Sign Contracts (see Board Resolution dated 5-23-2013)

Background summary:

1. Under the Board resolution dated 5-23-13, Chapin Hall's Executive Director is authorized to enter into contracts and other agreements on behalf of Chapin Hall.
2. The Board resolution allows the Executive Director to delegate this authority to one of more senior employees of Chapin provided it is in writing.

Interim Policy:

1. As Executive Director, I will sign all contracts and agreements on behalf of Chapin Hall as provided in the Board Resolution.
2. In my absence, only contracts that are time sensitive may be signed by:
 - a. David Savage or Camille Turner- contracts that relate primarily to Research Administration and Compliance
 - b. David Savage- financial or other procurement documents
3. This memo serves as the authorization in writing as outlined in the Board Resolution.

Future:

1. The Director of Financial Service, or other employees as designated, will take on the backup role at Chapin Hall. This delegation will be in writing.
2. A new resolution should be adopted by the Board of Directors once staffing transitions are complete.

BY-LAWS
OF
CHAPIN HALL CENTER FOR CHILDREN

(A Not for Profit Corporation Organized Under
The Illinois General Not for Profit Corporation Act)

ARTICLE I

OFFICES

The principal office of the corporation in the State of Illinois shall be located in the City of Chicago, County of Cook. The corporation may have such other offices, either within or without the State of Illinois, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and continuously maintain in the State of Illinois a registered office, and a registered agent whose office is identical with such registered office, as required by the Illinois General Not for Profit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Illinois, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

BOARD OF DIRECTORS

Section 1. General Powers and Number of Directors. The property and affairs of the corporation shall be managed by a Board of Directors composed of eleven (11) persons.

Section 2. Composition of Board and Term of Directors. Subject to the rights of the University of Chicago (the "University") set forth below, the Directors of the corporation shall be such persons who shall be elected by a majority vote of the Directors present at each meeting of the Board at which Directors are to be elected. A majority of the Board of Directors shall at all times consist of persons nominated by the President or Provost of the University, and all such Directors nominated by the University and duly elected to the Board of Directors shall be known as "University Directors." There shall be staggered three-year terms of office for Directors so that, as nearly equal in number as possible, one-third of the Directors shall be up for election each year. Directors shall be assigned to one of three classes, as determined by the Directors; provided, however, that: (1) in connection with the entry of Chapin Hall and the University into a new affiliation agreement, the term of appointment for all Directors shall begin with the formation of a newly constituted Board of Directors, regardless of prior service; (2) thereafter, no Director shall serve on the Board of Directors for more than nine years; (3) a Director who has served nine years may be reelected after a one-year period and then may serve up to three

additional three year terms; and (4) a Director who has served three terms is normally eligible one year after leaving the Board for election as a Life Member. Election shall be discretionary and based upon extraordinary service to Chapin Hall. Life Memberships are honorary appointments and convey no rights to vote or attend meetings of the Board of Directors, except by invitation of the Board.

Section 3. Annual Meetings. An annual meeting of the Board of Directors shall be held in June of each year or at such other time as the Board of Directors shall determine.

Section 4. Regular Meetings. Regular meetings of the Board of Directors shall be held on such day and at such time as may from time to time be fixed by the Board of Directors, provided that proper notice of the meeting shall be given.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the Chair of the Board of Directors or the Chair of any standing committee, by the Board of Directors, or by not less than three Directors.

Section 6. Place of Meetings. Any meeting of the Board of Directors shall be held at such place as the Board of Directors or the Chair of the Board shall have designated, provided only that notice of the place of such meeting shall be given to all Directors in the notice of the meeting. Members of the Board of Directors or any committee designated by the Board may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute presence in person at such a meeting. In addition, any vote of the Board of Directors may be taken in writing to the extent permitted by the Illinois General Not for Profit Corporation Act.

Section 7. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Board of Directors shall be delivered, personally or sent by mail, overnight delivery service, facsimile, or email to each Director not less than five nor more than forty days before the date of such meeting, by or at the direction of the Chair or the Secretary. In the case of a special meeting, or when otherwise required by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail or the next day after deposit with overnight delivery service, addressed to the Director at the Director's address as it appears on the records of the corporation, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile confirmation is received. If sent by email, notice shall be deemed delivered when received by the recipient.

Section 8. Quorum. A majority of the duly elected and then-acting Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 9. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by the Illinois General Not for Profit Corporation Act or these By-Laws.

Section 10. Removal of Directors. Any one or more of the Directors may be removed with or without cause by a vote of two-thirds of the members of the Board of Directors present at any meeting of the Board of Directors at which a quorum is present. In addition, the University, acting through its President or Provost, may remove any University Director with or without cause at any time.

Section 11. Vacancies. Except with respect to University Directors, any vacancy occurring in the Board of Directors shall be filled by the Board of Directors at any meeting thereof. The University, acting through its President or Provost, shall nominate a new University Director to fill any vacancy in a University Director position. A Director elected to fill a vacancy shall be elected for the unexpired term of such Director's predecessor in office.

Section 12. Compensation. No Director shall receive compensation for services rendered as a Director of the corporation; provided, this section shall not be interpreted as precluding any Director from receiving reasonable expenses and compensation for services rendered to the corporation in a capacity other than Director.

Section 13. Chair. The Board of Directors shall annually elect a Chair from among the Board of Directors, with the concurrence of the Provost of the University. The Chair shall preside at all meetings of the Board. In addition, the Chair shall perform all duties incident to the office of the Chair and such other duties as may be prescribed by the Board of Directors from time to time. The Chair shall not be an officer of the corporation.

Section 14. Vice Chair. The Board of Directors shall annually elect, a Vice Chair from among the Board of Directors. In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all of the powers of and be subject to all restrictions upon the Chair. The Vice Chair shall perform such other duties as from time to time may be assigned to him or to her by the Chair or the Board of Directors. The Vice Chair shall not be an officer of the corporation.

ARTICLE III

COMMITTEES

Section 1. Standing and Other Committees. The standing committees of the Board of Directors shall be the Audit and Finance Committee, the Compensation Committee, and the Nominating Committee. Other committees may from time to time be created by the Board of Directors or by the Chair of the Board, provided that no such committee shall have or exercise the authority of the Board of Directors unless a majority of the voting members of such committee are comprised of University Directors. Members of all committees created pursuant

to this section may be, but need not be, members of the Board of Directors. However, the Chair of all standing committees shall be a Director. Each committee shall have such powers, duties, and responsibilities as may be given or assigned the committee by the Board of Directors. The Chair of the Board shall appoint the Chair and members of each committee established pursuant to this section. The Chair of the Board and Vice Chair shall be *ex officio* members of any committee established pursuant to this section.

Section 2. Term of Office. Each member of a committee shall serve until the next annual meeting of the Board of Directors and until such member's successor is appointed, unless the committee shall be sooner terminated by resolution of the Board of Directors or by the Chair of the Board designating such committee, or unless such member shall resign or be removed from such committee. Any member of a committee may be removed by majority vote of the Board of Directors at a meeting at which a quorum of the Board is present whenever the Board of Directors considers removal in the best interests of the corporation.

Section 3. Vacancies. Any vacancy in the membership of a committee may be filled by appointment made in the same manner provided in the case of the original appointment.

Section 4. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Meetings. Each committee shall meet at such times and places as shall be designated by its chair.

Section 6. Reports. The chair of each committee, or his or her designated representative, shall submit a report of the activities of the committee at any time or times requested by the Chair of the Board or the Board of Directors.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with the rules adopted by the Board of Directors.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the corporation shall be the Executive Director, Secretary, and Treasurer. The Board of Directors may elect at any meeting of the Board such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors.

Section 2. Election and Term of Office. The officers of the corporation shall be elected by the Board of Directors at each annual meeting of the Board for one-year terms or until their successors shall have been duly elected. New offices may be created and filled at any meeting of the Board of Directors.

Section 3. Removal. Any officer elected by the Board of Directors may be removed with or without cause by a vote of two-thirds of the members of the Board of Directors present at any meeting of the Board of Directors at which a quorum is present.

Section 4. Vacancies. A vacancy in any elected office because of death, resignation, removal, disqualification, or otherwise, may be filled for the unexpired portion of the term by the Board of Directors at any meeting of the Board.

Section 5. Executive Director. The Executive Director shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. The Executive Director shall be selected by the Board of Directors, with the concurrence of the Provost of the University, and shall report to the Board of Directors. The Board of Directors shall set the terms of employment of the Executive Director.

Section 6. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose, shall be custodian of the corporate records and of the seal of the corporation, and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws. The Secretary also shall keep a register of the post office addresses and other appropriate contact information of each Director which shall be furnished to the Secretary, and shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law. In addition, the Secretary shall perform all powers incident to the corporate office of Secretary and shall perform such other duties as from time to time may be assigned to him or to her by the Board of Directors.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation. The Treasurer, or the Treasurer's designee, shall receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of ARTICLE VI of these By-Laws. In addition, the Treasurer shall perform all duties incident to the office of Treasurer and shall perform such other duties as from time to time may be assigned to him or to her by the Board of Directors.

ARTICLE V

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, or agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the Executive Director.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept, or by resolution may authorize any officer or officers, agent or agents of the corporation to accept, on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose or endowment fund of the corporation.

ARTICLE VI

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the corporation may be inspected by any Director, or his or her agent or attorney for any proper purposes at any reasonable time.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each calendar year.

ARTICLE VIII

INDEMNIFICATION

Each person who is or was a director or officer of the corporation or who is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the corporation in accordance with, and to the fullest extent authorized by, the General Not For Profit Corporation Act of the State of Illinois as it may be in effect from time to time.

ARTICLE IX

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not for Profit Corporation Act or under the provisions of these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

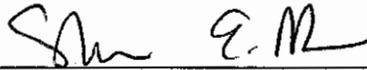
ARTICLE X

AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended, or repealed and new By-Laws adopted by the affirmative vote of at least nine members of the Board of Directors present at any meeting of the Board, provided notice of the proposed alteration, amendment, repeal, or adoption be contained in the notice of such meeting, and provided the President or Provost of the University shall have first concurred in writing with such alteration, amendment, repeal or adoption.

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF November, 2014.

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

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

#1430-13784

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 24,500.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not Required

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