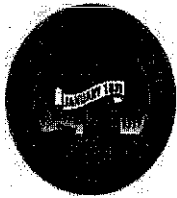


**CONTRACT NO. 1430-13970A**

**PATIENT CARE MANAGEMENT SERVICES – AREA 1**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**OFFICE OF THE CHIEF JUDGE**

**AND**

**PRESENCE BEHAVIORAL HEALTH**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUN 10 2015**

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# PROFESSIONAL SERVICES AGREEMENT

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Economic Disclosure Statement  
Signature Pages

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### List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Board Authorization
Exhibit 5	Certification for Consulting or Auditing Services

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Presence Behavioral Health, doing business as a corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on June 10, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for Patient Care Management Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives. Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

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

### TERMS AND CONDITIONS

#### ARTICLE 1) INCORPORATION OF BACKGROUND

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

#### ARTICLE 2) DEFINITIONS

a) Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the 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      Board Authorization
- Exhibit 5      Certification for Consulting or Auditing Services

## **ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

### **a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

### **b) Deliverables**

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

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

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

### **c) Standard of Performance**

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

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its

behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

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

**d) Personnel**

**i) Adequate Staffing**

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

**ii) Key Personnel**

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

**Waiver of Subrogation and Insurance Requirements**

**Subrogation and Waiver**

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

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

**Insurance Requirements of the Contractor**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The Commercial General Liability insurance shall be primary and non-contributory with any insurance or self-insurance programs maintained by the County.

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



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.

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
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 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.

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

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

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

- (a) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- (b) Uninsured/Underinsured Motorists: Per Illinois Requirements
- (d) **Professional Errors & Omissions Insurance**

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

#### **Additional requirements**

- (a) **Additional Insured**

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

- (b) **Qualification of Insurers**

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

- (c) **Insurance Notices**

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

**g) Indemnification**

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

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as

part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and 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 transitioning 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 July 1, 2015 ("Effective Date") and continue until June 30, 2018 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.

**c) Agreement Extension Option**

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

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay 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 Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines

and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

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

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify 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.

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**ARTICLE 6) DISPUTES**

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

otherwise agreed to by the County in writing.

#### **ARTICLE 7) COMPLIANCE WITH ALL LAWS**

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

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

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, 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;
- 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:      Circuit Court of Cook County  
                                 2604 Richard J. Daley Center  
                                 50 West Washington Street  
                                 Chicago, Illinois 60602  
                                 Attention: James Anderson

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: Presence Behavioral Health  
1820 S. 25<sup>th</sup> Avenue  
Broadview, IL 60155  
Attention: Mr. Frank Perham, Vice President

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

#### **ARTICLE 12) AUTHORITY**

Execution of this Agreement by 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.

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

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

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

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

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

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

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

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

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://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](http://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)**

Not applicable

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) We ran a search of available MBEs and WBEs on the Cook County website. The only result was for a medical group practice specializing in youth and adolescent mental health that did not have an active website or yellow page listing.
- (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) Searched on Cook County website. No viable vendors under NIGP-95252; Mental Health Services; Vocational, Residential, etc. Please see attached.

**D. OTHER RELEVANT INFORMATION**

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

[Contract Compliance, Office of](#) > [Diversity Management System](#)

## Diversity Management System

### M/W/VBE Directory

Search Cook County's M/W/VBE Certification Directory by entering search criteria and clicking Search. You must select at least one certification type.

#### Search by Business Name or DBA

Business Name/DBA

Tip: Try just a few letters of the firm's name.

#### Search by Business Description

Business Description

#### Search by Commodity Code

Commodity Code

Click to Lookup Commodity Code (popup window will appear to browse and search available Commodity Codes)

Selected Code:

NIGP-95262: Mental Health Services: Vocational, Residential, etc.

Clear Commodity Code

#### Search by Contact Person

Contact Person/Owner

First name

Last name

Tip: Use the first letter.

Tip: Try just the first few letters.

#### Search by Location

City

State

Zip Code

Phone Area Code

[Home](#) | [Login](#)

### Contract Compliance, Office of

[Supplier Diversity](#)

[MBE/WBE/VBE Certification](#)

[Contracting Opportunities](#)

[Vendor Assistance](#)

[Contract Documents](#)

[M/W/VBE Directory](#)

[Agency Contact Information Portal](#)

#### Contact Information

Bureau Name:

Finance, Bureau of

Main Office:

118 N. Clark Street Room 1020

Chicago, Illinois 60602

Telephone: (312) 603-5502

Fax: (312) 603-4547

Director:

Jacqueline Gomez

Hours:

M-F: 8:30AM-4:30PM

Sat-Sun: Closed

URL:

[cookcountyll.gov/ContractCompliance](http://cookcountyll.gov/ContractCompliance)

#### Search by Certification Type

Certifications

Disadvantaged Business Enterprise (DBE)

Minority Business Enterprise (MBE)

Women Business Enterprise (WBE)

Veteran Business Enterprise (VBE)

#### Search by Reference

Service-Disabled Veteran Business

None selected

[Search Again](#)

[Download Search Results](#)

[to Excel](#)

[to CSV](#)

Include Commodity Codes in Download

>> 1 business with 1 certification found <<

#### Search Results

Click the certification type for contact information and certification details:

Vendor

MPI, Inc. (Management Planning Institute)

Location

Chicago, IL

Certification

MBE

### Cook County Government:

[People](#)

[Topics](#)

[Government](#)

[Agencies](#)

[Stay Connected to](#)

**Error. Page cannot be displayed. Please contact your service provider for more details. (18)**

[Yellow Pages](#) → [Detail Search](#) → Attention

No Yellow Pages listings found

Suggestions:

• [View Search Tips](#)

Send us your [Feedback](#) to help improve our search results.

## Directory Listing <sup>®</sup> Service

Get your business listed  
everywhere Enter business  
address to start now

## 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) Sheriffs 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

Not applicable

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

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

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

Yes:  No:

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

1414 West Main Street, Melrose Park, IL 60163; 9845 West Roosevelt Road, Westchester, IL 60154

330 Eastern Avenue, Bellwood, IL 60104; 355 Ridge Avenue, Evanston, IL 60202;

2900 North Lake Shore Drive, Chicago, IL 60657; 1127 North Oakley Boulevard, 3rd floor, Chicago, IL 60622

2233 West Division Street, Chicago, IL 60622; 1820 South 25th Avenue, Broadview IL 60155

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

Yes:  No:

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): See attached list of Real Estate Index Numbers

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

**Presence Behavioral Health  
Property owned in Cook County**

	<u>Permanent R.E. Tax Number</u>
537 Des Plaines, Forest Park	15-13-108-020
611 North 2nd, Maywood	15-11-107-004,005
170 North 23rd, Melrose Park	15-10-101-031
1433 South Cuyler, Berwyn	16-20-116-014
1411, 1412, 1414 Main Street, Melrose Park	15-10-222-008,009,025
9845 Roosevelt Road, Westchester	15-21-200-070
9855 Roosevelt Road, Westchester	15-21-200-026, 027,028,029
1820 South 25th Avenue, Broadview	15-16-406-028,029,030,031,032
117 South 6th, Maywood	15-11-148-004
117 South 6th Avenue (vacant lot)	15-11-148-005
105 North 15th Avenue	15-10-216-017
330 Eastern Avenue, Bellwood	15-09-119-026
101 North 20th, Melrose Park	15-10-105-027

## 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: Presence Behavioral Health D/B/A: \_\_\_\_\_ EIN NO.: 36-2709982

Street Address: 1820 South 25th Avenue

City: Broadview State: IL Zip Code: 60155

Phone No.: 708.410.0615

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe): Not for profit organization

**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
	Presence Health 200 South Wacker Drive, Chicago, IL 60606	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A, organization is a non-profit entity.		

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

Name	Address	Percentage of Beneficial Interest	Relationship
Presence Health 200 South Wacker Drive, Chicago, IL 60606; 100%; Sole Corporate Member			

**Declaration (check the applicable box):**

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

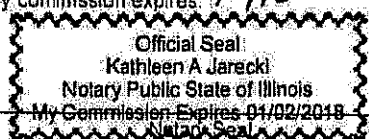
I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

FRANK C PERVAN  
 Name of Authorized Applicant/Holder Representative (please print or type)  
[Signature] by Delegation  
 Signature  
Fpervan@presencehealth.org  
 E-mail address

Vice President  
 Title  
1/29/2015  
 Date  
708-334-3806 x5555  
 Phone Number

Subscribed to and sworn before me this 22nd day of January 2015

[Signature]  
 Notary Public Signature

My commission expires: 1/2/18  




## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

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

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

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: Presence Behavioral Health Title: \_\_\_\_\_

Business Entity Name: Presence Behavioral Health Phone: 708.410.0615

Business Entity Address: 1820 South 25th Avenue, Broadview, IL 60155

\_\_\_\_\_ 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.

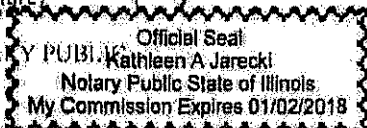
There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

Frank C. Perrot by delegation \_\_\_\_\_ 1/29/15  
Owner/Employee's Signature Date

Subscribe and sworn before me this 29th Day of January, 2015  
a Notary Public in and for Cook County

Kathleen A. Jarecki  
(Signature)



My Commission expires 1/2/18

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

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

**SIGNATURE BY A SOLE PROPRIETOR**  
**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal



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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

X \_\_\_\_\_  
Notary Public Signature

Notary Seal

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

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

**SIGNATURE BY A CORPORATION**  
**(SECTION 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: Presence Behavioral Health

BUSINESS ADDRESS: 1820 S. 25th Avenue  
Broadview, IL 60155

BUSINESS TELEPHONE: 708 338-3806 FAX NUMBER: 708 681-1289

CONTACT PERSON: Frank Perham

FEIN: 36-2709982 \*IL CORPORATE FILE NUMBER: 4992-038-5

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Sandra Bruce VICE PRESIDENT: Martin Judd

SECRETARY: Jeanie Frey TREASURER: Tony Filer

\*\*SIGNATURE OF PRESIDENT: *Frank Perham*

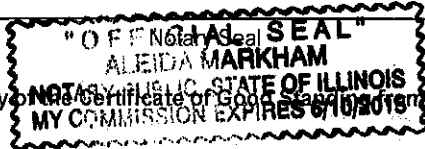
ATTEST: *Mildred Sutton* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

2nd day of June, 2015

My commission expires: 6/10/2018

X *Alcida Markham*  
Notary Public Signature



\* 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.



# Presence Health

**Sandra Bruce, FACHE**  
President and Chief Executive Officer

**Date:** December 16, 2013

**To:** Frank Perham  
Vice President, Presence Behavioral Health

**From:** Sandra Bruce, FACHE *SB*  
President & CEO, Presence Health Care  
President, Presence Behavioral Health Board of Directors

**Subject:** Authorization to Sign Presence Behavioral Health Contractual Documents

This is to confirm that you are authorized on my behalf to sign documents relating to Presence Behavioral Health contractual relationships. This includes issuance of required documents for Presence Behavioral Health contracts with their several funders and/or purchasers of their services.

SB/fdjo

**EXHIBIT 1**  
**SCOPE OF SERVICES**

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## **EXHIBIT 1: Patient Care Management Services – Scope of Services**

Presence Behavioral Health (PBH) will provide comprehensive client care management services to Cook County Mental Health Court participants, and connect participants to the mental health and substance abuse services which are necessary for a participant's successful completion of the program. Specifically, in relation to Area 1 (Rolling Meadows and Skokie Court branches), PBH will outreach, assess, diagnose, and create treatment plans which will be presented to court staff in order to determine a participant's eligibility and continuity of care planning. If a participant is found eligible, PBH staff will link and oversee the participant's transition to the appropriate level of care in the community once released and will monitor their progress to report significant clinical findings to the court team and intervene when necessary.

The primary goals of our approach will not only be to assess and oversee a participant's successful completion of mental health court probation, but also build and instill a strong recovery foundation in the participants we serve for a life time of recovery and success. Ultimately, PBH looks to decrease recidivism and incarceration rates for the people and communities we serve, by providing care and guidance to criminal defendants who suffer from serious mental health issues.

This project will include two clinical staff members: one that will serve as both a project coordinator and provider of clinical care management services, and another who will provide the needed clinical care services to a unique court location. Both staff members will be dedicated solely to the project and staffing is designed to accommodate both English and Spanish speaking clients.

Project related expenses rest mainly in the cost of clinical personnel and the host organization intends to minimize costs by contributing occupancy and some transportation resources to the project at no charges.

The following staff members will provide these services:

- David Herrera, Lead Behavioral Health Clinician, -Presence Behavioral Health, Rolling Meadows courthouse
- Abbey Munoz, Behavioral Health Clinician-PBH, St. Francis Hospital in Evanston

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### **I. Overview of Services**

PBH agrees to perform effective and comprehensive care management services for both male and female criminal defendants participating in the Circuit Court of Cook County's mental health treatment courts in Areas 1 (Rolling Meadows and Skokie branches).

The care management services will begin with an initial assessment, where an eligible candidate will be evaluated by a PBH care manager who will then oversee the candidate's case for the duration of his or her participation in the program. This assessment will be completed within 48 hours of receipt. Referrals will be exempted from multiple judicially related sources. After a candidate is assessed and accepted into the program, care managers will develop a care plan tailored to the client, and ensure that the client can access needed community resources and substance abuse and/or mental health treatment without delay. Care managers will work diligently with court and jail staff, along with the criminal defendant and his or her community

collaterals, in order to provide thorough and accurate reports for the Area I court branches, the Cook County Board, and the Office of the Chief Judge.

Furthermore, care managers from PBH will locate appropriate clinical treatment options for criminal defendants accepted into the program, and provide compulsory transitional care management services once clients are released. These services include but are not limited to:

- Monthly on-site visits
- Bi-weekly client centered consultations with treatment providers
- Bi-weekly client centered consultations with Adult Probation
- Bi-weekly case management appointments with clients

PBH also provides inpatient and outpatient behavioral health services (See Appendix A – Presence Health Service Guide). In the event that PBH does not offer a specific service or if a criminal defendant's needs dictate placement elsewhere, PBH staff will link mental health court participants to the appropriate community care center.

## **II. Key Personnel Providing Services**

PBH offers two full-time care managers with extensive clinical experience dealing with the severely mentally ill (See Pricing Proposal for Clinician Court Assignment). The two full-time care managers who will be responsible for providing services are:

### **1. David Herrera, M.A. –**

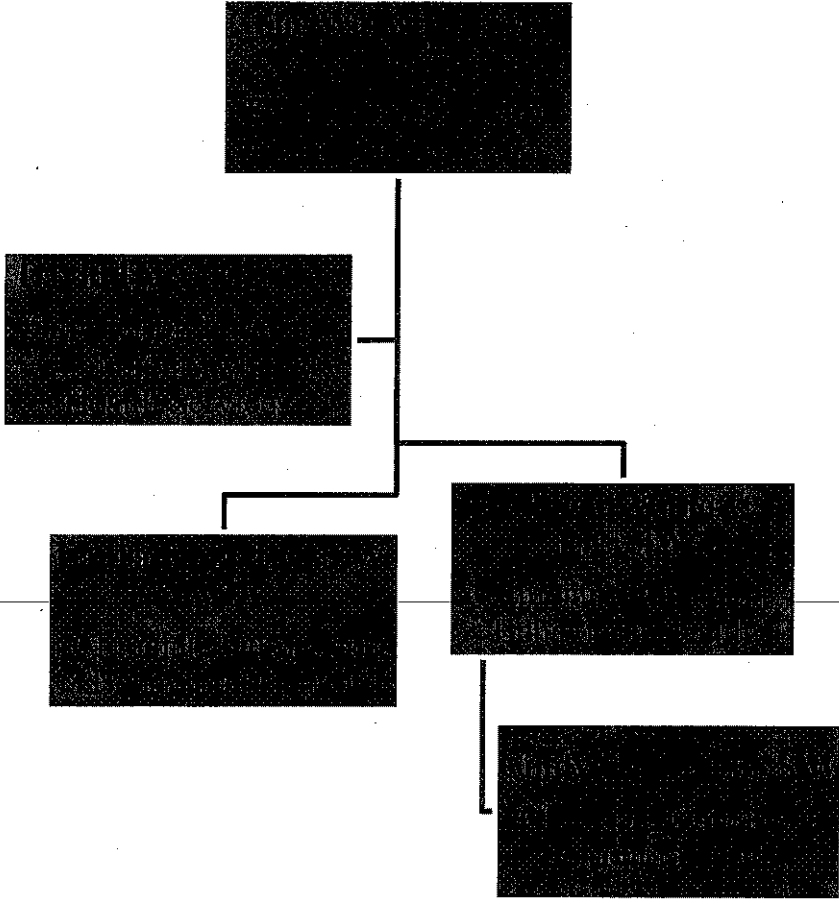
David will directly manage all care managers and he will lead weekly clinical staffing's. In addition, David (bilingual in English and Spanish) will be assigned and fully committed to provide the comprehensive care management services required by the County. David will report to Sue Warwik, Director of Community Mental Health Services for PBH.

**Back-Up: Laura Kula, L.C.S.W., C.A.D.C. –** Laura Kula is a Licensed Clinical Social Worker and Certified Alcohol and Drug Abuse Counselor (CADAC), she will act as a back-up for David Herrera as needed. The cost of Laura's services is not included in this proposal and are offered in-kind. It is important to note that Laura will only offer coverage and support in case David is ill or on paid time-off. Specifically assigned personnel will remain solely responsible for the compulsory services itemized in this proposal for their assigned court area.

**2. Abigail Munoz, L.C.S.W –** Abigail Munoz will work primarily out of St. Francis Hospital in Evanston where she currently provides counseling and care management services. Abigail will be assigned and fully committed to provide the comprehensive care management services required by the County.

**Back-Up: Cindy Castro, L.C.S.W.** – Cindy Castro is bi-lingual and will act as a backup for Abigail Munoz, if needed. The cost of Cindy’s services is not included in this proposal and are offered in-kind. It is important to note that Cindy will only offer coverage and support in case Abigail is ill or on paid time-off. Specifically assigned personnel will remain solely responsible for the compulsory services itemized in this proposal for their assigned court area.

**III. Organizational Chart – Presence Health Staff Structure**





## Plan of Action

PBH will provide mental health court defendants with quality care management services to ensure defendants receive the best care possible.

### *Plan of Action*

#### **I. Training, Screening, Clinical Assessments, and Case Planning**

PBH strives to serve criminal defendants with the comprehensive care management services needed to reduce future institutionalization, and to provide the resources needed for criminal defendants to maintain a healthy and productive life after graduation. To accomplish these twin aims, PBH will thoroughly prepare its staff members before they begin work in their assigned mental health court. They will be trained and educated on the statutory and medical requirements of mental health courts in Cook County along with the various procedural features of the criminal justice system that affect care management. PBH will ensure all care managers are given full access to CCDOC. Upon gaining admission, PBH staff members will meet with Cermak Behavioral Health Services staff and arrange an open mode of communication between eligible offenders who are detained and community service providers.

Once schooled in the intricacies of the mental health courts and already equipped with substantial specialized training, PBH care managers will work to provide timely and high-quality care to defendants in the mental health courts. PBH will see criminal defendants who are referred to one of the mental health courts within 48 hours. In the period of time before the initial assessment, PBH care managers will collect relevant medical records, search state records for a history of behavioral health issues, and consult with collaterals to have some information to inform the initial assessment. Then, the PBH care manager will meet with eligible mental health court candidates to assess their program eligibility, current mental state, treatment needs, and level of motivation. In order to make this determination, PBH clinical staff will meet with the defendant, Cermak social workers, and court staff to receive and relay valuable clinical and criminal case information. Care managers will utilize motivational interviewing techniques to determine the criminal defendant's level of motivation and capability to complete the program. Defendants will then be clinically assessed as requested by Cook County and consistent with DASA standards using the SAMSHA TAP 18 and TAP 9. In addition, criminal defendants will undergo a complete mental health evaluation consistent with Medicaid Rule 132 governing outpatient mental health providers.

Within 14 days of receiving the criminal defendant's case, PBH will provide the court with a written and oral report outlining the criminal defendant's level of motivation and capacity to complete the requirements of mental health court and the defendant's rehabilitation needs. This written report will be in the form of an assessment findings letter, which will be shared with the Office of the Chief Judge, the court's overseeing magistrate, the prosecution, and the client's counsel. The reports will include a psycho-social assessment, history of mental health and substance abuse problems, comprehension of the court's requirements, biological or sociological issues relevant to participation, and a comprehensive treatment plan.

Once a criminal defendant is deemed to have met the clinical and statutory requirements to have his or her case transferred to a mental health court, PBH care managers will provide intensive case management services for the duration of the defendant's participation in the mental health court. PBH staff will attend every court staffing, send reports to interested parties when available, and communicate any findings to the criminal defendant to ensure compliance. In order to make timely and appropriate treatment recommendations to the court staff, PBH care managers will conduct ongoing mental health and substance abuse evaluations in accordance with DASA and Department of Mental Health regulations to glean any new insights into the client's substance abuse, mental health, medical, and psycho-social needs.

## **II. Referral**

Upon judicial approval, care managers will initiate a defendant's release and personally provide the criminal defendant with intensive transitional assistance back into the community. Prior to release, PBH care managers will link criminal defendants to the appropriate substance abuse, mental health, or medical care provider as well as to any other necessary ancillary services. Treatment recommendations will be accommodated for the client before their return court date when it will be presented to court staff. Without jeopardizing the criminal defendant's health, PBH care managers will coordinate a defendant's transfer to the appropriate inpatient and/or outpatient treatment settings. PBH understands the barriers to recovery that exist for this population. With experience working in a community mental health center, PBH care managers have had opportunity to work with other service providers, and are adept at placing clients in an appropriate treatment facility, while navigating the client's social or economic barriers. The care manager can help the client cope with a variety of obstacles including ensuring the client has access to transportation for treatment, stabilizing the client's housing situation, and helping the client acquire childcare services.

PBH care managers will ensure that clients receive expedited intake into the appropriate mental health or substance treatment center, and ensure that the client follows through with the treatment—noting and rectifying any issues that impede treatment—by maintaining a regular line of communication with the treatment provider and client. The care manager will ensure that the provider receives the clinical information necessary for expedited placement. Before the client enters treatment, the PBH care manager will detail the expectations, needs, and requirements of the treatment facility, including what the client should bring with him or her. In addition, care managers will ensure community providers complete the response to referral once a client is referred to an agency, which will be forwarded to the Office of the Chief Judge, and that the client reports to intake.

PBH care managers understand that each client brings a unique set of personal factors that will affect how he or she undergoes treatment. Through this regular line of communication with the client and treatment provider, the care manager will be able to develop a personalized care plan that fits the needs of the client. By developing a meaningful relationship both with the client and the people in the client's life, the care manager will be best able to help the client avoid pitfalls during treatment.

### **III. Intensive Case Management**

Once a defendant is released, PBH care management staff members will regularly oversee and monitor a defendant's compliance to his or her treatment plan through scheduled visits and appointments that can be supplemented by additional visits if necessary. PBH staff will transfer the criminal defendant to and from treatment, and monitor the defendant's compliance by partaking in clinical and criminal court staffings. PBH care managers will maintain an appropriate level of contact with the client and his or her community collaterals to track the defendant's substance abuse and mental health recovery. PBH staff will also report on the client's progress to the program's probation officer on a bi-weekly basis in addition to court staff and any other relevant treatment provider. Significant changes in status will be reported to the client's team and addressed in a timely manner by PBH staff.

PBH care managers assigned to each court will work to develop a trusting and open working relationship. While initially completing clinical assessments, care managers will employ motivational interviewing techniques to assess a criminal defendant's motivation and capability to successfully complete the program. Throughout the care process, PBH care managers will employ a cognitive-behavioral approach when assessing and meeting with criminal defendants, emphasizing a logical, problem-solving approach. They will be aided in these interviews by their extensive knowledge and experience dealing with the population served by the Cook County mental health courts. Because of this experience, PBH care managers are well-aware that many individuals in this population suffer from multiple disorders, and, consequently, focus on Dialectical Behavior Therapy with acceptance-based strategies. In addition, PBH is a licensed provider of mental health and substance abuse services whose staff is trained to complete comprehensive mental health and psycho-social evaluations, as well as comprehensive substance abuse assessments in accordance with DASA protocols. In order to address substance abuse issues and to guide future care, initial assessments will employ the TAP 19 and TAP 8 SAMHSA recovery models.

As a provider, PBH has the advantage of being able to offer substance abuse and mental health counseling to clients (See Appendix A for available services). In addition to intensive case management services, mental health court participants engaged in outpatient services with PBH will be offered; intensive outpatient substance abuse services; random and habitual drug testing; therapeutic services; expedited psychiatric services; 24 hour crisis/CIT services; expedited admittance to PBH residential services (when availability and appropriateness are met), or DHS funded Community Integrated Living Arrangement (CILA) (when availability and appropriateness are met). When PBH cannot provide services or when PBH services are not a good fit, care managers will refer clients to community services that address their needs. PBH care managers will then monitor the defendant's compliance to these services and report back to the court staff and adult probation every 14 days.

Reporting back to the court, the PBH care manager will present comprehensive clinical updates in person to court staff for the duration of the defendant's participation. Supervising staff will submit written reports on a monthly basis to Lawrence P. Fox indicating the number of referrals for screening and their source, relevant criminal case information, screening information, assessment findings, and any other relevant pieces of information. In addition, PBH

supervising staff will update databases which track and monitor defendants including, but not limited to, the Mental Health Court Database and Jail Data Link. By updating the two aforementioned databases, clinical and criminal tracking of each defendant will be made available for statistical review. Supervising staff members will submit a monthly invoice for services to James R. Anderson, Chief Financial Officer of the Office of the Chief Judge. PBH Staff will also attend all trainings, seminars, workshops and national conferences on treatment courts, and will participate in program evaluations as required.

PBH is currently a primary service provider of alternative prosecution courts in Cook County, and looks forward to expanding the level of services we provide to the areas we serve. PBH has the resources to identify, refer, and provide needed medical health services to eligible participants, both before and after their release. PBH looks forward to working with Cook County to develop and maintain alternative prosecution programs and to treat and rehabilitate mentally ill offenders for a lifetime of recovery.

### ***Key Milestones and Evidence of Cost-Effectiveness***

Data that will be tracked by PBH will focus on reducing recidivism, institutionalization, and future arrests. PBH will work with the County to develop measurable targets for these milestones. PBH goals:

- I. To provide all criminal defendants with the opportunity to participate in mental health court with quality and effective mental health and substance abuse treatment.
- II. To significantly reduce the number of days spent incarcerated by a criminal defendant prior to initial release.
- III. To significantly reduce the number of days spent incarcerated by a criminal defendant during program participation.
- IV. To significantly reduce the number of days spent incarcerated by a criminal defendant over the course of his or her future.
- V. To provide criminal defendants with the means necessary to overcome familial, economic, and social barriers.
- VI. To significantly reduce the total number of days a criminal defendant spends institutionalized during and after program participation.
- VII. To provide clients with the consistency in care they need to find success in the program by keeping each client linked to a single care manager for the duration of the client's stay in the program.

### *Staff & Schedule*

In order to provide effective transitional and intensive case management services, PBH understands that court staff members, but more importantly criminal defendants, require consistency from providers in order to develop an open and working relationship. Therefore, PBH will assign fully dedicated care managers with no other competing interests to provide these services. PBH will not replace staff members without prior notification and approval from the Office of the Chief Judge. At least 30 days notice will be given before any change in staff. PBH does not anticipate staff turnover on this project as the proposed staff members have an average of eight years of experience working for PBH.

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**SUE WARWIN, LSW, IIFE /J**

1406 Fox Chase Court  
Bartlett, IL 60103  
(312) 816-8291  
Email: the3wiks@att.net

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**EDUCATION**

Post MSW School Social Work Certification Type 73  
Aurora University, 2008

*Master of Social Work (MSW)*  
University of Illinois at Chicago-Jane Addams School of Social Work, 1999

*Bachelor of Science in Psychology*  
Elmhurst College, 1995  
Minor: Social Work  
Dean's List Honor Roll, 1993-1994

**EMPLOYMENT HISTORY**

**LEGACY RESURRECTION-PRESENCE BEHAVIORAL HEALTH, Broadview, IL**

7/14 to Present

**Director, Community Mental Health Services**

Responsible for providing administrative leadership to an array of mental health services at both the suburban hub clinic and to satellite sites in the suburban Presence Health geography.

- Provides oversight and leadership to all levels of clinical and office operations at multiple sites.
- Serves as a supervisory resource to Managers, Supervisors and Coordinators of local services.
- Organizes and executes special projects including the pursuit of grants, fee-for-service contracts and quality improvement tasks.
- Collects and analyzes operational data and recommends action plans for business development.
- Represents the Behavioral Health division at local community meetings and to other members of the provider community.
- Assures the timely filing of funding applications, grant reports and government reports as required.
- Participates as a member of system councils, workgroups and committees assigned.
- Provides leadership rounding to facilitate both patient and staff satisfaction.

**RESURRECTION BEHAVIORAL HEALTH-PRO CARE CENTERS, Broadview, IL**

6/10 to 6/14

**Manager of Outpatient Mental Health Services (6/10 to Present)**

Responsible for the clinical and/or administrative management of multiple programs within the outpatient mental health service network including: management functions of business development, program planning, appropriate staffing, fiscal accountability and program compliance.

- Provides and maintains organizational, regulatory and funding requirements for quality services, that meet or exceeds strategic and quality goals as demonstrated by positive client outcomes and client satisfaction.
- Develops and achieves budgetary goals (revenues/expenses) and productivity standards as established for the applicable fiscal year.
- Initiates and develops marketing plans and strategies that increase the service area and/or client base, market share for current and/or potential new service programs.
- Provides staff management functions to ensure adequate staffing levels, appropriate supervision, monitoring for cooperation/compliance with personnel policies, regulatory agencies/standards and completing timely performance evaluations.
- Develops and maintains positive working relationships with Resurrection system leadership and staff, community leaders, funders, key organizations and applicable regulatory agencies.

**RESURRECTION BEHAVIORAL HEALTH PRO CARE CENTERS, Broadview, IL**

9/99 to 6/10

**Manager of Central Access (8/02 to Present)**

Responsible for the clinical and/or administrative management of the Central Access program functions within the service network, including: staffing, planning, finance, and program compliance within all applicable areas.

- Manages day-to-day operations of Central Access Department and personnel, serving as single point of entry to Resurrection Behavioral Health for clients and referral resources.
- Ensures department and staff meets and/or exceeds applicable behavioral health goals for five pillars of excellence: *People, Service, Finance, Quality and Growth.*
- Liaisons between internal and external customers to ensure an efficient transition between registration and the service area assuring customer needs are identified, evaluated, implemented and monitored.
- Maintains staffing levels for the program, including the development, training, and supervision of all personnel.
- Coaches team regarding policies and procedures and validate compliance. Responsible for guiding development of multiple levels of professional staff while serving as a role model, teacher, coach and leader.
- Promotes a positive internal and external public image.
- Forms internal and external strategic relationships, which support program growth, expansion and the development of new models/programs.
- Develops and continually refines operational processes within the health care delivery system to promote system-wide best practices and validate full implementation of programs as well as continuous assessment of their impact and utility.
- Markets internally/externally all organizational services.

***Accomplishments:***

- Implemented Strengthening Families Program in English and a Summer Therapeutic Program in FY14.
- Partnered with the Chicago Cook County State's Attorney Office in collaboration on grants to provide services for four years (FY 11, FY12, FY13, and FY 14) for the Misdemeanor Deferred Prosecution Project (MDPP) in the mental health courts.
- Created an on-line Registry system.
- Served as host and Master of Ceremony of Legacy Resurrection Systems Leadership Development Sessions.
- Chairperson for the Culture of Excellence Committee and Employee Satisfaction Committee.
- Member of the Quality Outcome Measurement Committee.
- FY11 implemented and trained staff for process improvements and was able to turn the budget from red to black.

**RESURRECTION BEHAVIORAL HEALTH**

**Mental Health Therapist (9/99-8/02)**

- Provided therapeutic services for individual, couples, and family with persistent and/or severe mental disorders or life trauma requiring long-term treatment.
- Worked collaboratively on Case Management, Interventions, and Behavior Modification Plans, with the multi-disciplinary team.
- Communicated with other service providers (internally/externally) in planning and providing treatment.
- Furnished clients with supportive counseling, conflict resolution and problem solving assistance on an on-going basis and at a time of crisis.
- Appropriately used and diagnosed within DSM-IV criteria.
- Participated in client advocacy, termination of services, and discharge planning, linking clients with appropriate resources.
- Prepared written assessments, dispositional and progress reports on clients.
- Coordinated, implemented, and co-facilitated the Women's Domestic Violence Group.
- On-going training included: Mullnomah Community Ability Scale and Domestic Violence Intervention Certification.

LUTHERAN GENERAL HOSPITAL, Park Ridge, IL

6/99-2/01

Medical Social Worker, P.R.N.

- Performed crises intervention and counseling of patients and families presenting to the E.R.
- Interfaced with psychiatric patients, and patients of child abuse, elder abuse, domestic violence or sexual abuse, providing support and referral resources.

ANCHORAGE OF BENSENVILLE LIFELINK CORPORATION, Bensenville, IL

5/95-5/98

Psycho-Social Coordinator

- Coordinated, developed and implemented the Psycho-Social Program for the facility.
- Utilized interdisciplinary approach in the assessment of all new residents to determine their mood and behavior issues.
- Ensured compliance with regulations resulting in Medicaid reimbursement.
- Cross-trained in Social Service documentation and Activity Department Groups.
- Oversaw the training of interns, volunteers, and psycho-social staff.

CENTRAL BAPTIST HOME, Norridge, IL

12/94-5/95

Psycho-Social Aide

- Worked one-on-one and in groups for the Psycho-Social Program, helping residents meet goals set for them.
- Assessed all residents, created lesson plans, and created new goals.

*References are available upon request*



# State of Illinois

Department of Financial and Professional Regulation  
Division of Professional Regulation

LICENSE NO.  
150.007948

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
11/30/2015

LICENSED SOCIAL WORKER  
MASTERS



*Manuel Flores*  
MANUEL FLORES  
ACTING SECRETARY

*Jay Stewart*  
JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

8124301

**DAVID A. HERRERA**

675 W. Lake St., Oak Park, Illinois, 60301 • (708) 768-7951 • davidcubs13@yahoo.com

**EMPLOYMENT**

**Mental Health Clinician/Mental Health Court Liaison, March 2008 - present**

*Resurrection Behavioral Health, Melrose Park, Illinois*

- Community liaison for clients with mental health and substance abuse recovery issues
- Constituent in the development and maintenance of mental health courts in Cook County
- Care coordinator for misdemeanor and felony deferred prosecution programs
- Coordinated, implemented and oversaw care management of criminal defendants released from criminal justice and mental health institutions
- Worked with other mental health and legal professionals to coordinate care for clients
- Assessed clients for substance abuse and mental health related issues which would guide future care
- Provided direct outpatient care services to individuals with mental health and substance abuse issues

**Mental Health Counselor, June 2006 – May 2008**

*Kishwaukee Community Hospital, Dekalb, Illinois*

- Provided individual and group counseling services to patients in the inpatient psychiatric unit
- Completed intake assessments, inpatient treatment plans and assisted in discharge planning
- Developed a well-rounded education of psychotropic medication management and administration
- Developed a greater understanding of the symptomology of mental illness

**EDUCATION**

**Juris Doctorate, pending June 2016**

*The John Marshall Law School, Chicago, IL*

- GPA: 3.1/4.0
- 2L, 52/90 credit hours completed

**Master of Arts in Psychology, June 2010**

*Concordia University Chicago, River Forest, Illinois*

GPA: 3.87/4.00

- Learned about counseling theories and techniques used in the helping professions
- Developed greater knowledge of ethical and legal issues involved in the helping professions
- Gained greater professional competency to operate clinical setting
- Completed empirical study for master's thesis on peak performance in high school athletes

**Bachelor of Arts, Psychology, December 2007**

*Northern Illinois University, Dekalb, Illinois*

GPA: 3.30/4.00

- Awarded NIU Victor E. Huskie Student-Athlete award for academic excellence (2003-2007)
- Four year letter winner for the Division 1-A men's wrestling program
- Academic All-American finalist 2007
- Minor in Sociology

**SKILLS AND CERTIFICATIONS**

- Fluent in Spanish
- Fluent in SPSS, Microsoft Office, and TIER Citrix
- Varsity Wrestling Coach, Fenwick High School (2008-2014)

## ABIGAIL KALNY MUNOZ



7448 N Artesian Ave, Chicago, IL 60645  
Phone: 920-660-2788 Email: [abkalny@gmail.com](mailto:abkalny@gmail.com)

### PROFESSIONAL EXPERIENCE:

#### Assisted Transition

##### Area Owner/Care Specialist

Chicago, IL  
March 13- May 14

- Owned/Operated the Rogers Park office and surrounding regions for the AT franchise.
- Provided personal senior care referral services.
- Provided consultation and counseling to families and older adults.
- Worked with corporate office to develop innovative branding and marketing strategies.
- Built and maintained strong relationships with hospital/ rehab administration.
- Presented senior care in-services for local hospital staff.

#### Sunrise Assisted Living

##### Life Enrichment Manager

Wilmette, IL  
Sept 08-Oct 09

- Created Enrichment schedules for care staff and residents
- Incorporated residents' skills and passions into their individual program planning
- Helped develop residents' sense of independence and self-worth
- Assisted in facilitating communication between residents, families and staff
- Began "Adopt a Grandparent" program at Sunrise, recruited and trained young volunteers

#### MDM Rubicon

##### Care Manager

Oakdale, MN  
May 07-Aug 08

- Created engaging and enriching environment for consumers with developmental disabilities
- Connected residents with others through large group, community activities
- Administered medication and observed/ charted behavioral changes and health concerns

### EDUCATION:

Adler School of Professional Psychology  
Masters of Counseling and Gerontology

Chicago, IL  
April 12

University of Saint Thomas  
Bachelors of Sociology  
Bachelors of Social Welfare

St. Paul, MN  
May 08

Saint Mary's College Rome Program  
Studied Italian language, history and culture

Rome, Italy  
Sept-Dec 06

University of Saint Thomas French Emersion  
Language and culture emersion program

Nice, France  
Jan 07- Feb 07

**SPECIALIZED TRAINING:**

**Lieberman Center for Health and Rehabilitation  
Clinical Counseling Intern**

**Skokie, IL  
Aug 11-April 12**

- Worked with Lieberman psychologist in discussing resident diagnosis and course of therapy
- Conducted individual and group therapy sessions
- Maintained progress notes and care plans for each client
- Conducted several diagnostic tests with residents

**Arise Chicago  
Workers Rights Intern**

**Chicago, IL  
Jan-June 10**

- Assisted in informing immigrant workers on their rights in the U.S.
- Assisted in the process of gaining back clients' stolen wages
- Updated Arise Chicago client database
- Recruited new volunteers and interns

**St. Paul's Children and Family Services  
Social Service Intern**

**St. Paul, MN  
June- Sept.06**

- Created and designed my own internship working with the PRIDE Program, a rehabilitation program for young women escaping prostitution.
- Assisted in organizing lead-counselors outlines for group sessions
- Worked with Judges to reduce sentences for defendants who participated in PRIDE

**VOLUNTEER WORK:**

**Family Matters Inc.**

**Chicago, IL  
Oct 12- May 14**

- Tutor/Mentored a second grade student
- Work with family of student to achieve goals for academic year

**St. Phillips Church**

**Minneapolis, MN  
Sept-Dec 05**

- Tutor mentored children grades 2-8 in after school Program
- Helped strengthen English Language skills with children of ESL households

**Open Arms of Minnesota**

**St. Paul, MN  
Feb-July 05**

- Delivered meals to St. Paul residents living with HIV/AIDS
- Checked in on consumers bi weekly to ensure their needs were met

**Vision Volunteer Service**

**Montgomery, AL  
Jan-Feb 05**

- Provided sensory activities with children with profound Developmental disabilities

1834 HOWARD ST. SKOKIE, IL 60076  
(823) 972-1664 • C/SON ORGANIZATIONS@GMAIL.COM  
WORK: 837-346-3703 WORK EMAIL: C/CASTRO@PRESENCEMEDICAL.ORG

## CINDY S. CASTRO

### SUMMARY OF QUALIFICATIONS

- Bilingual English/Spanish
  - Proficient in using Microsoft word, excel, powerpoint, and Epic
  - Strong organizational and analytical abilities including problem solving and decision making
- 

### WORK EXPERIENCE

**Coordinator- Presence St. Francis Behavioral Health Clinic, Evanston, IL**  
04/14-Present

- Responsible for the day to day operations of the outpatient behavioral health program and working with program staff
- Oversee the delivery of linkage and services including on-going groups, individual, family, and couples therapy
- Provide and coordinate a continuum of treatment services on-site and/or in the community
- Provide home-visits and crisis intervention to Evanston residents
- Provide clinical supervision to staff and students

**Mental Health Consultant- A Link to a Better Life, Rosa Julia and Associates, Chicago, IL**

02/14-Present

- Promote the emotional development of children, staff and parents by providing training and information on mental health
  - Assist in the development and implementation of specific plans for children, parents and staff by conducting individual and classroom observations
- 

**Behavioral Health Clinician- Presence St. Mary's Outpatient Behavioral Health Clinic Chicago, IL**

09/10-04/13

- Coordinator of the Spanish Day Program dealing with clients with severe mental illness. Develop and implement program structure, supervised staff and student interns, coordinate with inpatient department to maintain continuity of care.
- Perform crisis intervention including hospitalization
- Provide psychotherapy for children, adolescent, adults and families with low-income in an outpatient basis that includes play therapy, psychoeducation, family therapy, CBT, etc
- Develop and lead ADHD groups as well as Depression/Anxiety groups
- Provide support and assistance to employees/interns with new Epic (electronic medical records) system
- Perform a full range of clinical duties, including diagnosing,

psychosocial assessment evaluations, formulation of treatment plans, and implementation of the treatment

**Clinical Therapist Intern, Resurrection Behavioral Health St. Mary of Nazareth Medical Center Chicago, IL**

08/09-05/10

- Provide psychotherapy for children, adolescents, adults and families with low-income in an outpatient basis that includes play therapy, psychoeducation, family, CBT, etc.
- Performed crisis intervention including hospitalization
- Co-lead groups in Spanish day program as well as developed a Spanish parent support group learning about communication and appropriate discipline.
- Perform a full range of clinical duties, including diagnosing, psychosocial assessment evaluations, formulation of treatment plans, and implementation of the treatment
- Collaborate with a team of Social Workers, Clinical Therapists, Psychiatrists, and Clinical Staff on an interdisciplinary care team

**Youth Care Worker, Junot Place Inc., Chicago, IL**

09/08-08/10

A therapeutic group home program for preteen and adolescent boys who are wards of the state that come from a background of trauma dealing with abuse and neglect

- Provide and document direct supervision of children
- Implement interventions and consequences
- Assist in crisis intervention by de-escalating clients, using approved restraint techniques, and provide safety to clients

**Therapist/Case Worker Intern, Children's Home and Aid Society of Illinois Encuentro/Bridges Program, Chicago, IL**

10/08-06/09

A bilingual, bicultural mental health treatment program for children and families. Treatment is designed to prevent psychiatric hospitalization and/or placement by stabilizing children's lives within their families, reducing unhealthy patterns of behavior, and supporting individual and family strengths

- Provided individual and family therapy to children between the ages of 4-17 years that included play therapy, psychoeducation, CBT, etc.
- Developed IEP plans for the clients and with the client addressing the goals that they want to accomplish
- Did therapy at Lowell Elementary with children as part of their school mental health program
- Provided services to Spanish-speaking clients.

#### **VOLUNTEER EXPERIENCE**

**Agency volunteer/Childcare Provider, Child Abuse Listening and Mediation (CALM) Santa Barbara, CA**

April, 2007 - June, 2008

Non-profit agency that provides comprehensive, culturally competent services for children, adults, and families to prevent abuse and neglect in the community.

- Provided childcare and help to children while their parents receive

- counseling services, family therapy, or parenting groups.
- Receive training dealing with neglect, physical as well as mental abuse, molestation, and many other child-related issues.

#### EDUCATION

2008-2010 Master of Social Work (MSW)  
University of Chicago, School of Social Service  
Administration

2004-2008 B. A. Univ. of California, Santa Barbara.  
Major: Sociology, Minor: Spanish

---

#### LICENSURE

Licensed Clinical Social Worker (LCSW)  
State Issued: Illinois

#### REFERENCES

Available upon request

---

**State of Illinois**  
 Department of Financial and Professional Regulation  
 Division of Professional Regulation


**LICENSE NO.**  
 149.017155

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes, and orders and regulations and is hereby authorized to engage in the activity as indicated below.

**EXPIRES:**  
 11/30/2015

**LICENSED  
 CLINICAL SOCIAL WORKER  
 MASTERS**


**CINDY S CASTRO**  
 3839 HOWARD ST  
 SKOKIE, IL 60076

 *M. Flores* **MANUEL FLORES**  
 ACTING SECRETARY

*J. Stewart* **JAY STEWART**  
 DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**9318993**

Cut on Dotted Line 

For further reference, the Department is now providing a personal customer identification "Contact Number" which you may use in lieu of your social security number or FEIN number when contacting the Department. Your number is: 3712327

State of Illinois  
 Department of Financial and Professional Regulation  
 Division of Professional Regulation

**LICENSE NO.**  
 149.017155

**LICENSED  
 CLINICAL SOCIAL WORKER  
 MASTERS**

**CINDY S CASTRO**


**EXPIRES:**  
 11/30/2015

*M. Flores* **MANUEL FLORES**  
 ACTING SECRETARY

*J. Stewart* **JAY STEWART**  
 DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

**9318993**

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**Laura L. Kula, LCSW**  
5520 N. Mont Clare Avenue  
Chicago, IL 60656-1906

**Email: Kula.Laura@gmail.com**  
**Home Phone: 773-792-0614**

***Clinical Experience:***

**Presence Behavioral Health (PBH) @ Procure (Currently employed fulltime)**

Licensed Behavioral Health Clinician – Full time – May 2008 to present

1414 Main Street, Melrose Park, IL 60160

- Provide outpatient therapy to individuals, couples, groups, children and adolescents, homebound individuals at times, utilizing various approaches – cognitive behavioral, psychodynamic, strengths perspective.
- Provide Group therapy including: Anger Management, MISA, Senior
- Do complete assessments and intakes, complete documentation according to JHACO and Medicaid Rule 132 guidelines
- Provide preadmission screening (PAS) to mental health patients seeking nursing home placement in Proviso Township area.
- Provide pre-bariatric mental health assessments to outpatient clients.
- Provide case management to clients, continuously expanded resource information (placed clients in housing, obtained benefits, medication grants, furniture, clothing from various sources, Presence Healthcare Mission Fund requests)
- Assisted with writing part of grant in 2011 to provide additional children mental health services for agency
- Supervise student interns

**Presence Behavioral Health (PBH) @ Procure – Crisis Social Worker- October 2014 to present**

- Trained in St. Francis Emergency Room to be casual/registry weekend Social Worker to provide crisis services, link to resources, and brief therapy to patients entering the emergency room, and to hospital in-patients

**Resurrection Behavioral Health (RBH) @ Procure**

Behavioral Health Clinician – Full time – October 2006 to May 2008

9845 W. Roosevelt Road, Westchester, IL 60154

- Developed and presented Psychosocial Rehabilitation (PSR) day groups Monday through Friday from 2006 to 2008. Groups focused on symptom management, communication, medication management, life skills, social skills. Handled crisis events with clients as needed
- Provided case management services to clients including accessing benefits
- Developed individualized treatment plans in compliance JHACO standards, completed all documentation in timely manner
- Provided assessment and intake to new agency clients as scheduled, provided 5 Axis diagnosis
- Participated in team meetings, case consultation and supervision groups
- Have provided two mental health talks to community on mental health topic scheduled

**RBH @ Respite (Residential Center)**

Behavioral Health Clinician – Full time – July 2003 to October 2006

1919 Main Street, Melrose Park, IL 60160

- Provided continuum of care to mentally ill adults 18 y/o and up, onsite daily and also in the community when possible - reviewed and screened incoming referrals
- Provided comprehensive diagnostic assessment of client's needs and developed individualized treatment plans with participation from the client and in compliance with JCHACO standards.
- Assisted in planning and facilitating new employee training
- Provided crisis intervention services to clients and their families via telephone and in person

**Fillmore Center, Berwyn, Illinois – September 2002 to May 2003**

**Psychotherapist INTERN**

- Provided general therapy to adult individual, adolescents, children and families
- Provided intake assessments of new clients to the agency
- Provided telephone crisis intervention to callers two-three shifts a month
- Participated in case presentations each month
- Completed documentation as required for each client

**Westlake Hospital, Melrose Park, Illinois – September 2001 to May 2002**

**Behavioral Health Department – Psychiatric Social Work INTERN**

- Provided crisis intervention and assessment in Emergency Dept.
- Completed formal psychosocial histories for inpatients on psychiatric floor
- Provided discharge planning and linkage for inpatients on psychiatric floor
- Developed a resource guide detailing available housing and SRO's in Metro Chicago
- Provided individual and family therapy to inpatients and their families

***Education:***

**Behavioral Services Center – Skokie, Illinois - October 2012 to June 2013**

**CADC program – coursework completed summer 2013 – CADC 2014**

**Dominican University Graduate School of Social Work – River Forest, Illinois**

**May 2003 – Masters of Social Work Degree - GPA 3.9**

- Family Therapy focus; electives included Crisis Intervention, Child Abuse and Neglect

**Dominican University – Rosary College of Arts and Sciences – River Forest, Illinois**

**May 2001 – Bachelor of Arts**

**Major: Pastoral Ministry / Minor: Fine Art**

**Honors: Deans list 1998, 1999, 2000, 2001**

**Continuing Education Units – 30 CEUs every 2 years, topics included:  
Substance Abuse and Treatment, Mental Illness in seniors and Treatment,  
Ethics in Mental Health, Dialectical Behavioral Therapy (DBT) I and II,  
Cognitive Behavioral Therapy, Managing Anxiety**

**LCSW: 149.011953 (May 2006) Expires 11/30/2015**

**CADC:**

**NPI: 1396813010**

**Affiliations: NASW**

# State of Illinois

## Department of Financial and Professional Regulation Division of Professional Regulation

LICENSE NO.  
149.011953

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

EXPIRES:  
11/30/2015

LICENSED  
CLINICAL SOCIAL WORKER  
MASTERS

LAURA L KULA

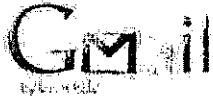


*M. V. H.*  
ACTING SECRETARY

*J. Stewart*  
JAY STEWART  
DIRECTOR

The official status of this license can be verified at [www.idfpr.com](http://www.idfpr.com)

8168374



Laura Kula <kula.laura@gmail.com>

**Illinois Certification Board**

2 messages

Dianne Gutierrez <dianne@iacdapca.org>  
To: kula.laura@gmail.com

Wed, Dec 10, 2014 at 11:02 AM



**Illinois Certification Board, Inc.** State of Illinois Alcohol & Other Drug Abuse

Professional Certification Association Inc.

**Stella Nicholson, CAADC, President, Board of Directors, Jessica Hayes,  
Executive Director**

401 East Sangamon Avenue - Springfield, IL 62702 (217)-698-8110 FAX (217)-698-8234

December 10, 2014

Laura Kula  
5520 N. Mont Clare Ave.  
Chicago, IL 60656

CERTIFICATION NO: 32376

Dear Laura:

Congratulations!!

This letter is to inform you that you have passed the ICB exam required for certification as a CADC.

To expedite the processing of your file and the awarding of your CADC certificate, we are notifying you that you must submit the required biennial fee of \$140. You can mail a check or money order to the ICB office or you can make the payment with your VISA or MasterCard by calling our office at 217/698-8110.

**AVAILABLE PAYMENT OPTIONS**

If you are unable to pay the amount in full please see the attached document for payment options. If you choose a payment option, please fill out the attached document in its entirety including your signature and remit with payment. Until payment is received in full and you have a certificate in your possession, you must not represent yourself as having an IAODAPCA credential.

PLEASE RETURN A COPY OF THIS LETTER WITH YOUR PAYMENT.

Your certificate will be issued upon receipt of the appropriate fee. Also, please remember to keep this letter and your exam scores in your personal file.

Thank you and once again, congratulations on passing the exam.

Sincerely,

*Dianne Gutierrez*

Dianne Gutierrez

Senior Operations

Dianne Gutierrez

Senior Operations, ICB  
401 E. Sangamon Ave.  
Springfield, IL 62701  
217/698-8110  
www.IAODAPCA.org

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5 attachments



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Laura Kula <kula.laura@gmail.com>  
To: lkula@presencehealth.org

Fri, Dec 12, 2014 at 6:43 AM

Click here to read the message

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5 attachments



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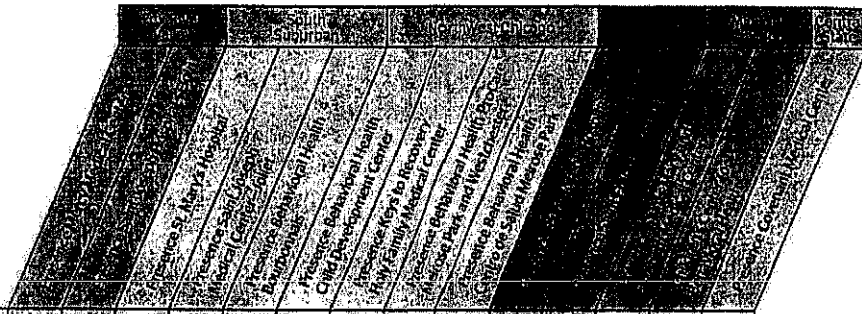
# Appendix A

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Behavioral Health and Addiction  
Guide to Services and Locations

# Behavioral Health



Service	Presence St. Mary's Hospital	Presence Saint Joseph Hospital	Presence Saint Francis Hospital	Presence Saint Joseph Medical Center	Presence Behavioral Health - ProCare Center	Presence Behavioral Health - Centro de Salud	Presence Behavioral Health - Recovery Keys to Recovery Holy Family Medical Center	Presence Behavioral Health - ProCare Center and Recovery Center	Presence Behavioral Health - Covenant Medical Center	Presence Behavioral Health - Children's Center for Behavioral Health	Presence Behavioral Health - Children's Advocacy Center	Presence Behavioral Health - Early Head Start (CEDA)	Presence Behavioral Health - Intensive Adolescent Services	Presence Behavioral Health - Crisis Services	Presence Behavioral Health - Transcranial Magnetic Stimulation Therapy (TMS)	Presence Behavioral Health - Adult Day Programs	Presence Behavioral Health - Residential Services	Presence Behavioral Health - Mental Health (court mandated) Services	Presence Behavioral Health - Supported Employment Services	Presence Behavioral Health - Partner Abuse Intervention Program	Presence Behavioral Health - Adult, Youth and Family Mental Health Counseling	Presence Behavioral Health - Proviso Children's Advocacy Center	
<b>Inpatient Services</b>																							
Mental Health Inpatient																							
Medical Detox																							
Mental Health Substance Abuse Crisis Observation																							
Electroconvulsive Therapy Services																							
Emergency Crisis/OBV																							
Geriatric Inpatient Psych																							
<b>Outpatient Services</b>																							
Mental Health Intensive Outpatient																							
Psychiatric Physician Services																							
Emergency Department - Crisis Workers																							
Weight Modification - Bariatric Surgery Evaluations																							
Multilingual Staff (Polish, Spanish)																							
Bilingual Staff (Spanish)																							
Mental Illness and Substance Abuse Services (MISA)																							
Adult Day Programs																							
Residential Services																							
Mental Health (court mandated) Services																							
Supported Employment Services																							
Partner Abuse Intervention Program																							
Adult, Youth and Family Mental Health Counseling																							
Proviso Children's Advocacy Center																							
Early Head Start (CEDA)																							
Intensive Adolescent Services																							
Crisis Services																							
Transcranial Magnetic Stimulation Therapy (TMS)																							

**Presence Mercy Medical Center**  
1325 North Highland Avenue, Aurora  
630.859.2222

**Presence Saint Joseph Hospital**  
77 North Airlite Street, Elgin  
847.695.3200

**Presence St. Mary's Hospital**  
500 West Court Street, Kankakee  
815.937.2400

**Presence Saint Joseph Medical Center**  
333 North Madison Street, Joliet  
815.725.7133

**Presence Behavioral Health**  
21 Heritage Drive, Bourbonnais  
815.937.2081

**Presence Behavioral Health**  
Child Development Center  
330 Eastern Avenue, Bellwood  
708.547.7341

**Presence Keys to Recovery--**  
Holy Family Medical Center  
100 North River Road, Des Plaines  
847.298.9355

**Presence Behavioral Health--**  
ProCare Center  
1414 Main Street, Melrose Park  
708.681.0073, ext. 0

**Presence Behavioral Health--**  
ProCare Center and Recovery Center  
9845 West Roosevelt Road, Westchester  
708.681.2325, ext. 5454

**Presence Behavioral Health--**  
Centro de Salud  
1414 West Main Street, Melrose Park  
708.410.0615

**Presence Saint Joseph Hospital**  
2900 North Lake Shore Drive, Chicago  
773.665.3000

**Presence Saint Francis Hospital**  
355 Ridge Avenue, Evanston  
847.316.4000

**Presence Saints Mary and**  
Elizabeth Medical Center  
2233 West Division Street, Chicago  
312.770.2000

**Children's Center for Behavioral Health**  
1431 North Claremont Avenue, Chicago  
312.491.5000

**Presence Covenant Medical Center**  
1400 West Park Street, Urbana  
217.337.2000

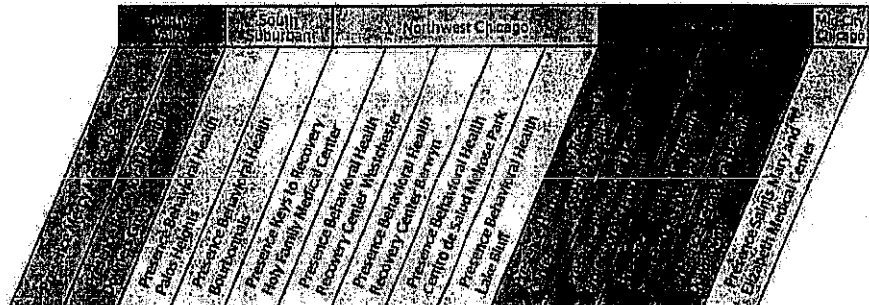
**Get in touch.**

Call 877.737.INFO or visit  
[presencehealth.org/behavioralhealth](http://presencehealth.org/behavioralhealth)



Behavioral Health and Addiction  
Guide to Services and Locations

# Addiction Treatment



**Inpatient Services**

Comprehensive Psychological Assessment																			
Substance Abuse Residential Treatment																			
Substance Abuse Detox/Stabilization (Adult)																			

**Outpatient Services**

Substance Abuse Partial Hospitalization Program																			
Substance Abuse Intensive Outpatient Program																			
Substance Abuse Low Intensity Outpatient Program																			
Substance Abuse Continuing Care Groups																			
Sober Living Community																			
Relapse Intensive Outpatient Program																			
DUI Services																			
Substance Abuse (court mandated) Services																			
Substance Abuse Adolescent Treatment Program																			
Multidisciplinary Assessment Program (MAP) -- specialized assessment																			
Medication Management																			
Biological Therapy Sessions																			
Free Support Services																			

**Presence Behavioral Health--  
Recovery Center**  
6918 Windsor Avenue  
Berwyn  
708.681.2325, ext 5454

**Presence Behavioral Health**  
2001 Butterfield Road, Suite 320  
Downers Grove  
847.493.3600

**Presence Behavioral Health**  
11824 Southwest Highway, Suite 230  
Palos Heights  
847.493.3650

**Presence Behavioral Health**  
71 Waukegan Road, Suite 900  
Lake Bluff  
847.493.3575

**Presence Harborview Recovery Center--  
Saint Joseph Hospital**  
2900 North Lake Shore Drive  
Chicago  
773.665.3370

**Presence Behavioral Health  
Professionals Program**  
2913 North Commonwealth Avenue, 6th Floor  
Chicago  
847.493.3500

**Presence Behavioral Health Downtown**  
134 North LaSalle Street, Suite 400  
Chicago  
847.493.3700

**Get in touch.**  
Call 877.737.INFO or visit  
[presencehealth.org/behavioralhealth](http://presencehealth.org/behavioralhealth)



EXHIBIT 2

SCHEDULE OF COMPENSATION

---



**COOK COUNTY GOVERNMENT**  
 Office of the Chief Procurement Officer  
 Contract No. 1430-13970  
 Patient Care Management Services RFP - Pricing Proposal for Area 1

**Instructions**

Proposers are required to provide input in all blue cells.  
 All costs associated with the proposed Patient Care Management Services must be itemized and submitted in Excel format.  
 If cost is not applicable, Proposer must enter zero (\$0).  
 Cook County will assume zero (\$0) cost on blank cells.  
 When the pricing proposal is complete, Proposer must validate the final Total Cost columns.  
 Insert "not applicable" in the notes column if a given line item does not apply.  
 Use the notes column to provide additional details.  
 Any errors in your Proposal are the sole responsibility of the Proposer.  
 Proposers may add additional line items as needed.

Company Name

**Part A - Patient Care Management Services Staffing Costs**

**Item 1 - Costs for Year 1**

No.	Staff Position	No. of Hours	Hourly Rate (\$)	Extended Total (\$) (Hourly Rate x No. of Hours)	Notes
1	Lead Behavioral Health Clinician - David Herrera	2080	\$27.77	\$57,761.60	Hourly rate combines salary and fringe.
2	Behavioral Health Clinician 1 - Abigail Munoz	2080	\$24.60	\$51,168.00	Hourly rate combines salary and fringe.
<b>Sub-Total</b>				<b>\$108,929.60</b>	

**Item 2 - Costs for Year 2**

No.	Staff Position	No. of Hours	Hourly Rate (\$)	Extended Total (\$) (Hourly Rate x No. of Hours)	Notes
1	Lead Behavioral Health Clinician - David Herrera	2080	\$28.62	\$59,529.60	Hourly rate combines salary and fringe. Salary and fringe will increase by 2%.
2	Behavioral Health Clinician 1 - Abigail Munoz	2080	\$25.34	\$52,707.20	Hourly rate combines salary and fringe. Salary and fringe will increase by 2%.
<b>Sub-Total</b>				<b>\$112,236.80</b>	

**Item 3 - Costs for Year 3**

No.	Staff Position	No. of Hours	Hourly Rate (\$)	Extended Total (\$) (Hourly Rate x No. of Hours)	Notes
1	Lead Behavioral Health Clinician - David Herrera	2080	\$29.48	\$61,318.40	Hourly rate combines salary and fringe. Salary and fringe will increase by 2%.
2	Behavioral Health Clinician 1 - Abigail Munoz	2080	\$26.11	\$54,308.80	Hourly rate combines salary and fringe. Salary and fringe will increase by 2%.
<b>Sub-Total</b>				<b>\$115,627.20</b>	



**COOK COUNTY GOVERNMENT**  
 Office of the Chief Procurement Officer  
 Contract No. 1430-13970  
 Patient Care Management Services RFP - Pricing Proposal for Area 1

**Part B - Patient Care Management Services Operational Costs**  
**Item 1 - Costs for Year 1**

No.	Operational Cost Elements	Quantity	Unit Cost (\$)	Extended Total (\$) (Quantity x Unit Cost)	Notes
1	Professional Services	1	\$10,000.00	\$10,000.00	Direct treatment and other patient care services not covered by insurance- e.g. psychiatric evaluations, medications, etc.
2	Travel	2	\$1,750.00	\$3,500.00	This is based on the per FTE travel rate for similar programs that require local travel (within a 50 mile radius).
3	Supplies	2	\$200.00	\$400.00	This is based on the per FTE rate for supplies.
4	Minor Equipment	2	\$450.00	\$900.00	One tablet per staff person at \$450 per device.
5	Utilities, Water, and Building Maintenance	2	\$1,500.00	\$3,000.00	The program will use an owned building and will not charge occupancy. The costs represented are per FTE costs for utilities, water, and maintenance.
6	Central Services	2	\$4,100.00	\$8,200.00	Includes the use of system services such as IT, HR, Accounts Payable, Legal Counsel, Risk Management, and Compliance. The annual cost is determined using the per FTE allocation method.
<b>Sub-Total</b>				<b>\$26,000.00</b>	

**Item 2 - Costs for Year 2**

No.	Operational Cost Elements	Quantity	Unit Cost (\$)	Extended Total (\$) (Quantity x Unit Cost)	Notes
1	Professional Services	1	\$7,500.00	\$7,500.00	Assumes less uncompensated care due to ACA.
2	Travel	2	\$1,750.00	\$3,500.00	Budgeted amount will not change due to unpredictability of rates.
3	Supplies	2	\$200.00	\$400.00	No change from year 1.
4	Utilities, Water, and Building Maintenance	2	\$1,500.00	\$3,000.00	No change from year 1.
5	Central Services	2	\$4,100.00	\$8,200.00	No change from year 1.
<b>Sub-Total</b>				<b>\$22,600.00</b>	

**Item 3 - Costs for Year 3**

No.	Operational Cost Elements	Quantity	Unit Cost (\$)	Extended Total (\$) (Quantity x Unit Cost)	Notes
1	Professional Services	1	\$7,500.00	\$7,500.00	Assumes less uncompensated care due to ACA.
2	Travel	2	\$1,750.00	\$3,500.00	Budgeted amount will not change due to unpredictability of rates.
3	Supplies	2	\$200.00	\$400.00	No change from year 2.
4	Utilities, Water, and Building Maintenance	2	\$1,500.00	\$3,000.00	No change from year 2.
5	Central Services	2	\$4,100.00	\$8,200.00	No change from year 2.
<b>Sub-Total</b>				<b>\$22,600.00</b>	



COOK COUNTY GOVERNMENT  
Office of the Chief Procurement Officer  
Contract No. 1430-13970  
Patient Care Management Services RFP - Pricing Proposal for Area 1

Patient Care Management Services Costs	
Staffing Costs Year 1	\$108,929.60
Staffing Costs Year 2	\$112,236.80
Staffing Costs Year 3	\$115,627.20
Total Staffing Costs (Years 1 through 3)	\$336,793.60
Operational Costs Year 1	\$26,000.00
Operational Costs Year 2	\$22,600.00
Operational Costs Year 3	\$22,600.00
Total Operational Costs (Years 1 through 3)	\$71,200.00
Grand Total for Patient Care Management Services	\$407,993.60

Cook County makes no guarantee that the services or products identified in this RFP will be required. Proposers must return this pricing proposal in excel format.

EXHIBIT 3

EVIDENCE OF INSURANCE

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**EVIDENCE OF SELF-INSURANCE**

**INSURED:** Presence RHC Corporation  
Presence Behavioral Health  
1820 South 25<sup>th</sup> Avenue  
Broadview, IL 60155

**Issue Date:** May 28, 2015

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**Coverage:** Presence Health self-insures the following:

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Type of Coverage	Coverage Effective Date	Coverage Expiration Date	Limits
Health Care Professional Liability	04/01/15	04/01/16	At Least \$5,000,000 per Occurrence
Comprehensive General Liability	04/01/15	04/01/16	At Least \$2,000,000 per Occurrence

**Description of Coverage:** Coverage expires on 04/01/16. RENEWAL IS NOT AUTOMATIC. Coverage is afforded to any and all other Presence Behavioral Health satellite office locations.

**Additional Insured:** County of Cook, it's officials and employees on a primary and non-contributory basis.

**EVIDENCE OF SELF INSURANCE ISSUED TO:**  
Office of the Chief Procurement Officer, Cook County  
118 North Clark St., Room 1018  
Chicago, IL 60602

**AUTHORIZED REPRESENTATIVE**

A handwritten signature in black ink, appearing to read "Michael E. McConnell".

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Michael E. McConnell, Esq.  
Vice President  
Insurance & Claims Management





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/28/2015

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Presence RHC Corporation Presence Behavioral Health 1820 S. 25th Ave. Broadview IL 60155 USA	<b>INSURER A:</b> Hartford Fire Insurance Co.	19682
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

Holder Identifier :

**COVERAGES**                      **CERTIFICATE NUMBER: 570057825601**                      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded: \$1,000 <input checked="" type="checkbox"/> Coll. Ded: \$1,000			83 UEN JG8029 Auto	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident)    \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570057825601

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
County of Cook, its officials and employees are included as Additional Insured in accordance with the policy provisions of the Automobile Liability Policy. Coverage is afforded to any and all other PBH satellite office locations.

**CERTIFICATE HOLDER****CANCELLATION**

Office of the Chief Procurement Officer  
Cook County  
118 N. Clark St., Rm. 1018  
Chicago IL 60602 USA

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central Inc.*

EXHIBIT 4

BOARD AUTHORIZATION

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**OFFICE OF THE CHIEF JUDGE**  
**JUDICIARY**

**15-3466**

**Presented by:** TIMOTHY C. EVANS, Chief Judge, Circuit Court of Cook County

**PROPOSED CONTRACT**

**Department(s):** Circuit Court of Cook County, Office of the Chief Judge

**Vendor:** Presence Behavioral Health, Broadview, Illinois

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Patient Care Management Services to Adult Offenders

**Contract Value:** \$407,993.60

**Contract period:** 7/1/2015 - 6/30/2018, with two (2) one (1) year renewal options

**Potential Fiscal Year Budget Impact:** FY 2015 \$56,665.75, FY 2016 \$135,997.90, FY 2017 \$135,997.90, FY 2018 \$79,332.05

**Accounts:** 310-260

**Contract Number(s):** 1430-13970A

**Concurrences:**

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

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The Chief Procurement Officer concurs.

**Summary:** In 2015, the Chief Procurement Officer issued an RFP for these services to be provided in two geographical areas for the Office of the Chief Judge. Request for Proposals (RFP) procedures were followed in accordance with the Cook County Procurement Code. Presence Behavioral Health (Presence) was selected based on established evaluation criteria.

This contract will provide client care management services to adult offenders participating in the Circuit Court of Cook County's adult mental health treatment courts located geographically in the North (Area 1) covering the Second (2nd) Municipal District (Skokie) and Third (3rd) Municipal District (Rolling Meadows) Courts. Services include screening and clinical assessments, case planning, referral to substance use and mental health treatment services and intensive case management.

EXHIBIT 5

CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

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COOK COUNTY  
OFFICE OF THE CHIEF PROCUREMENT OFFICER  
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"County" shall mean the offices which are administered by the President of the County Board.

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 to.

**SECTION 1: CONTRACTOR'S INFORMATION**

COMPANY NAME: Presence Behavioral Health  
ADDRESS: 1820 S. 25<sup>th</sup> Ave., Broadview, IL 60155  
TELEPHONE: 708-338-3806 ext. 5555  
CONTACT NAME: Frank Perham; Vice President of BH  
CONTACT EMAIL: \_\_\_\_\_

**SECTION 2: AFFILIATE INFORMATION**

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

Presence Health, Inc is the parent company in which Presence Behavioral Health falls under their umbrella consisting of a group of hospitals, nursing homes, outpatient mental health and 1 substance abuse services and ambulatory care services.

**SECTION 3: CONTRACT INFORMATION**

- a. This Certification relates to the following Contract: 143013 970
- b. The Contractor is providing the following type of Services: [ ] Auditing or [X] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official: Office of chief Judge
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [ ] Yes or [X] No.  
If yes, please state the other Contract Number(s) and the Nature of Services.

**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:
- The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.
- The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.
- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.
- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Frank C Perkin  
Signature

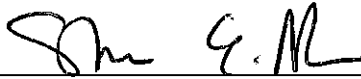
FRANK C PERKIN  
Name (Type or Print)

Vice President  
Title

5/27/15  
Date

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 19 DAY OF June, 20 15

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

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

1430-13970A

OR

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

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 407,993.60  
(DOLLARS AND CENTS)

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 10 2015

COM \_\_\_\_\_