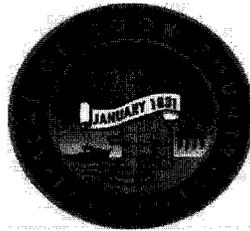


PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1453-13391B

RECIDIVISM REDUCTION SEED GRANTS

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY JUSTICE ADVISORY COUNCIL

AND

**CHICAGO LAWYER'S COMMITTEE FOR
CIVIL RIGHTS UNDER LAW, INC.**

PROFESSIONAL SERVICES AGREEMENT

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Economic Disclosure Statement
Signature Pages

List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Economic Disclosure Statement Forms

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 Chicago Lawyer's Committee For Civil Rights Under Law, Inc., doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Recidivism Reduction Seed Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1: INCORPORATION OF BACKGROUND

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

ARTICLE 2: DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

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

c) **Incorporation of Exhibits**

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Economic Disclosure Statement Forms

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) **Scope of Services**

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

b) **Deliverables**

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.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, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

f) **Insurance**

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

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

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor or as specified otherwise. Contractor is responsible for any deductibles or self-insured retentions.

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

Coverages

i) **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

ii) **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.

- (1) Each Occurrence \$ 1,000,000
- (2) General Aggregate \$ 2,000,000

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

iii) **Commercial Automobile Liability Insurance**

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

iv) **Professional Liability**

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 per claim 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 two years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Additional requirements

i) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County.

ii) **Qualification of Insurers**

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

iii) **Insurance Notices**

The County will not allow the Contractor to commence any work under this Agreement until all insurance required under this Agreement is purchased and evidence of such is received and approved by the Chief Procurement Officer. Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

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

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

iv) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly 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 Contractors' 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, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

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

D) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors 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 Contractor 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 Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor 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 Chief Procurement Officer and its term shall begin on July 15, 2014 ("**Effective Date**") and continues until July 14, 2015, or until this Agreement is terminated in accordance with its terms.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5: COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6: DISPUTES

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

ARTICLE 7: COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8: SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- 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

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

- i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

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

d) Business Documents

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

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

- (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.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 Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

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

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

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

If the County's election to terminate this Agreement for default under Sections 9.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 Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.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 Contractor'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, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

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

g.) Prepaid Fees

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

ARTICLE 10: GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Modifications and Amendments**

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

In the case of Contracts 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

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11: NOTICES

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

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

and

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

If to Contractor: Chicago Lawyer's Committee For Civil Rights Under Law, Inc.
100 North LaSalle Street, Suite 600
Chicago, IL 60602
Attention: Jay S. Ready, Executive Director

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

ARTICLE 12: AUTHORITY

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

EXHIBIT 1

Scope of Services

EXHIBIT 1

Scope of Services

The Contractor shall assist the Justice Advisory Council (JAC) to properly implement programs that encourage new public-private partnerships and new approaches to recidivism reduction. Programs shall not focus solely on case management without service provision. Re-entry programs may include but not be limited to services and resources for post-discharge transitional employment, counseling and substance abuse treatment, high school & GED, college and vocational education, and transitional housing.

The program purpose is to reduce the recidivism rate for individuals released from the Cook County Juvenile Temporary Detention Center and the divisions of the Cook County Jail, including the jail general and sentenced populations, Women's Justice Services, the Impact Program, the Vocational Rehabilitation Impact Center (VRIC), the Pre-Release Center, and the Day Reporting Center.

The Contractor shall serve a maximum of twenty-five (25) persons for the Seed Grants. The Contractor shall develop programs in one or more of the targeted areas of health, housing, education, employment, or mentoring.

The Contractor shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values.

The JAC expects equitable treatment by staff towards all participants throughout their course of treatment. Each reentry service plan shall be based on the participant's individual needs and their progression through rehabilitative and supportive services, as evidenced by periodic reviews of the plan documented in the case records.

The Contractor is required to create and retain participant files service plans and records. The participant record information shall include the participants names, addresses and services provided.

Contractor shall provide the following information:

Description of Problem

Contractor shall provide a description of the problem that includes the barriers to successful re-entry in the community the agency/organization serves, along with the causes of recidivism that this grant seeks to address.

Description of Target Population

Contractor shall provide a description of the target population that includes a demographic and geographic description of the target population to be served along with an explanation as to why this population is at risk of re-offending.

Program Implementation Plan & Implementation Schedule

Contractor shall provide a detailed description of the proposed scope of work, implementation plan & implementation schedule designed to increase agency/organizational capacity and any new services provided. Contractor shall clearly describe the intervention(s) and service supports proposed for this grant opportunity, provide a clear program schedule that specifically outlines the amount of time (and frequency) devoted to program activities and explain how the program implementation schedule will be supported by and executed by appropriate staffing.

Expected Outcomes

Contractor shall provide the expected outcomes of their program. This information should include: program outcomes that be achieved by the Contractor's target population, along with a description as to how they intend to measure these outcomes.

Planning & Preparation Activities

Contractor shall provide planning & preparation activities, including the planning activities the Contractor intends to engage in preparation for program execution.

Budget

Contractor shall provide a detailed budget that includes a cost breakdown for the program plan activities.



CHICAGO
LAWYERS'
COMMITTEE

FOR CIVIL RIGHTS UNDER LAW, INC.

CHICAGO'S PARTNERSHIP FOR EQUAL JUSTICE

March 10, 2014

Shannon Andrews
Chief Procurement Officer
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, IL 60602

Dear Ms. Andrews,

Please accept the attached proposal on behalf of the Chicago Lawyers' Committee for Civil Rights Under Law, Inc. and the Educational Equity Project in response to Cook County's Recidivism Reduction Seed Grant Request for Proposal.

For more than 45 years, Chicago Lawyers' Committee staff and volunteer lawyers have worked tirelessly to ensure that individuals, groups with class action cases, nonprofits and small businesses receive the same high-quality, aggressive representation afforded paying clients.

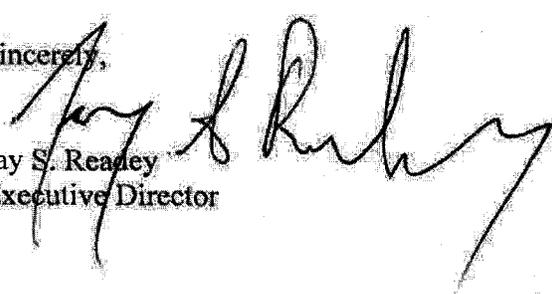
The Chicago Lawyers' Committee's Educational Equity Project aims to prevent youth recidivism by providing comprehensive re-enrollment services and legal support to young adults exiting the juvenile justice system. With support from Cook County, The Educational Equity Project of the Chicago Lawyers' Committee will address the critical gap in re-enrollment services for court-involved youth seeking to re-enter the education system.

Chicago Lawyers' Committee's Co-Director of Litigation, Paul Strauss, will supervise the Educational Equity Project. Mr. Strauss has over 25 years of experience in complex civil rights litigation. He previously worked at a leading Chicago civil rights firm, where he managed employment discrimination class actions against major employers as well as complex First Amendment, medical malpractice, and personal injury cases. Mr. Strauss' work at Chicago Lawyers' Committee includes projects involving employment discrimination, inequities in education, and problems of incarceration.

The Chicago Lawyer' Committee and the Educational Equity Project is committed to reducing recidivism in Chicago. By improving access to justice for youth, we are confident in our ability to address the cycle of delinquency.

On behalf of the Chicago Lawyers' Committee Board and staff, I'd like to thank you in advance for your thoughtful consideration. If you have any questions regarding this proposal, feel free to contact me at jreadey@clccrul.org or at 312-630-9744.

Sincerely,


Jay S. Readey
Executive Director



Chicago Lawyers' Committee for Civil Rights Under Law, Inc.
Recidivism Reduction Seed Grant – RFP No. 1453-13391

Executive Summary

In Illinois, nearly half of youth exiting the juvenile justice system return to detention centers shortly after their release. Educational re-enrollment advocacy is a key part of preventing this return, yet most youth continue to be met with little or no advocacy in transitioning back to the education system. While there are some state-funded legal services to support students with disabilities in the re-enrollment process, there are no legal advocacy agencies providing re-enrollment advocacy for general education students. Furthermore, the need for legal advocates vastly outweighs the current number of advocates available.

The Educational Equity Project of the Chicago Lawyer's Committee seeks to address this gap in services by providing legal advocacy to 25 youth exiting the justice system seeking re-enrollment. Court-involved youth without a knowledgeable advocate face significant barriers to re-entering the education system – wrongful denial of reentry into their home school, lost or inaccurate records, lengthy delays in transferring records, and improper placements, among other challenges – resulting in a high likelihood of dropping out and reoffending.

The mission of the Chicago Lawyers' Committee is to promote and protect civil rights, bringing the strength and the prestige of the private bar to bear on the problems of poverty and discrimination. Founded in 1969, the Committee champions equal justice and community development for underrepresented people by partnering with volunteer lawyers to provide litigation and transactional representation. The Chicago Lawyers' Committee's Educational Equity Project specifically aims to address systemic barriers to educational opportunity for the most disadvantaged communities.

With financial support from Cook County, the Educational Equity Project of the Chicago Lawyer's Committee will provide legal advocacy and support to ensure that youth leaving the justice system obtain access to educational placements that can make the critical difference between successful re-entry and re-incarceration. The Chicago Lawyers' Committee for Civil Rights believes that legal advocacy and re-enrollment services are critical to reducing recidivism, and promoting successful re-entry into the community. Working closely with the Educational Advocacy Unit of the Cook County Juvenile Probation department, the Educational Equity Project will provide legal counsel and advocacy services to ensure youth receive appropriate educational opportunities as guaranteed by federal and state law.



**Chicago Lawyers' Committee for Civil Rights Under Law, Inc.
Recidivism Reduction Seed Grant – RFP NO. 1453-13391**

Proposed Plan of Action/Project Plan

A. Description of the Problem

Cause of recidivism: vulnerable youth denied access to the education system

The Chicago Lawyers' Committee believes that access to education is the most powerful remedy for curbing recidivism. Too often, youth exiting the juvenile justice system are faced with significant barriers in transitioning back to their home schools. Many schools have adopted restrictive policies that are not aligned with the law and further discourage court-involved youth from successfully re-entering the education system. These barriers discourage youth from re-enrolling, prevent them from successfully re-engaging with their communities, and put them at a higher risk of dropping out and returning to the juvenile justice system.

While education advocates and probation officers work diligently to connect juveniles on probation to the support they need to return to school, due to limited resources and heavy caseloads, many of these youth go unserved. Other youth that are not court-involved also do not have access to probation services but still face the same barriers. Furthermore, some cases require navigation through complicated legal frameworks that can more effectively be handled by a legally trained advocate. The Chicago Lawyers' Committee's Educational Equity Project seeks to protect young people's right to access educational services, especially young people of color and those from under-resourced communities.

Barriers to successful re-entry: systemic challenges and lack of advocacy

Between 1996 and 2003, two-thirds of youth from Chicago were enrolled in education prior to their incarceration, however, only 57 percent were enrolled in schools after exiting juvenile corrections, suggesting that these youth had considerable difficulty re-enrolling in school (Cusick, Goerge, and Bell, 2009). Today, general education students wishing to return to school face similar barriers, and they lack a knowledgeable and effective advocate.

- Youth attempting to rejoin their home schools after leaving the court system face the following challenges in seeking re-enrollment: wrongful denial of reentry into their home school,
- improper placement into alternative schools instead of the regular education system,
- improper denial of students seeking to enroll mid-quarter,
- improper refusal based on age,
- no notice of the paperwork needed to re-enroll,
- lost or inaccurate records,
- lengthy delays in transferring records,
- missing academic credits,
- no appropriate support services,
- failure to remove a student from the rolls of the Cook County Detention Center school.

When a child makes the first, and most crucial, step toward re-enrollment – choosing to go back to school and continue his/her education – the last thing s/he needs is to be met with rejection, delay and discouragement. Youth leaving the juvenile detention system, even more so than other youth, need high-quality education services and supports in order to make successful transitions from adolescence to adulthood. Without guidance and support from an effective advocate, these youth are not only discouraged from re-enrolling, but also face a high likelihood of re-offending.

While there are some state-funded legal services to support students with disabilities and those that are wards of the state, there are virtually no legal advocacy agencies that are available to provide re-enrollment advocacy for general education students. Additionally, the need for knowledgeable legal advocates vastly outweighs the current number of advocates available. Without an advocate, these barriers discourage youth from ever gaining meaningful educational opportunities to improve the ultimate trajectory of their lives.

The Chicago Lawyers' Committee's Educational Equity project aims to address this gap. Working collaboratively with the Juvenile Probation department, the Juvenile courts, volunteer attorneys and law students, the Chicago Lawyers' Committee's Educational Equity Project will provide legal counsel to students and their families on the re-enrollment process and advocate for appropriate school placements. The Educational Equity Project will also educate the public on the re-enrollment process by developing self-advocacy materials, and continue its work with other grassroots groups and legal aid organizations to identify potential areas for collaboration and policy reform.

Cook County's \$24,000 recidivism reduction seed grant would allow the Chicago Lawyers' Committee to provide more than \$400,000 of donated legal services to re-enroll youth and challenge the school-to-prison pipeline in Chicago. Funding for the Educational Equity Project would support the salary of a part-time (25%) staff attorney. The staff attorney would be responsible for coordinating the participation of volunteer attorneys in providing re-enrollment services; coordinating and conducting trainings; and initiating outreach activities for the program. The Director of the Educational Equity Project will supervise the project manager (14%) in coordination with Chicago Lawyers' Committee's Co-Director of Litigation, Paul Strauss, will supervise the Project Manager (3%). Mr. Strauss has over 25 years of experience in complex civil rights litigation. He previously worked at a leading Chicago civil rights firm, where he managed employment discrimination class actions against major employers as well as complex First Amendment, medical malpractice, and personal injury cases.

B. Target Population

The Chicago Lawyers' Committee's proposed re-enrollment services will target youth that are not currently receiving educational services primarily because of their involvement in the juvenile justice system. Working closely with the Educational Advocacy Unit of the Cook County Juvenile Probation department, the Educational Equity Project will provide legal counsel and advocacy to ensure these youth receive appropriate educational services as guaranteed by federal and state law from the initial stages of their court involvement.

Our target population will primarily include court involved youth and families who reside in the Lawndale, Austin, Pilsen, Roseland and Englewood communities of Chicago who have been previously detained or are under the supervision of the juvenile justice system.

Youth who have been involved in the juvenile court system are most likely to experience systemic barriers in the re-enrollment process, leading to a high risk of recidivism. Experience with the criminal justice system at a young age often creates struggles for youth that extend into their adult lives. In Illinois, half of the people in prison in 2011 hadn't finished high school. A study by a Northwestern University professor tracked youth who entered the Cook County juvenile justice system for nearly two decades and found that many were far behind in school or had dropped out. As of 2012, 119 of the 1,829 youths who began the study in 1995, had died, most of them violently. This represents a death rate *three to five times* higher than their counterparts in Cook County's general population. Additionally, by age 34, youth who are not able to get back in school and considered dropouts are about *140 times* more likely to be in correctional institutions than their peers with college degrees, according to a 2011 study by Northeastern University in Boston.

Youth who are involved with the juvenile justice system have a critical need for effective advocacy. In 2008, DLA Piper issued a report, "From the Juvenile Court to the Classroom: The Need for Effective Child Advocacy," that detailed the struggles that these youth face in trying to navigate between both the school and the juvenile justice system. The following is a summary from that report highlighting the obstacles that Chicago's court-involved youth face when attempting to re-enroll in school.

R was a student in CPS. After two juvenile arrests, R was put on probation with the condition that he stay in school. However, when R attempted to return to school, his principal refused to readmit him. Only after advocacy from his mother and his pro-bono attorney did school officials agree to re-enroll him. At this point R had spent more than a week out of school, in violation of his probation, and hanging out with other children not in school. On R's first day back at school he was told he could not re-enroll until his CPS records reflected his release. Unfortunately, before this issue could be resolved R was arrested again.

Students need well informed advocates to help them navigate the school re-enrollment process. There needs to be effective communication and collaboration to make the process more efficient. Working closely with the Educational Advocacy Unit of the Cook County Juvenile Probation department, the Educational Equity Project will provide legal counsel and advocacy to ensure young adults leaving the juvenile justice system receive appropriate educational services that are so critical to reducing recidivism, and ensuring successful re-entry into the community.

C. Program Implementation Plan and Schedule

Program Plan:

1. **Provide legal services and advocacy to 25 youth seeking assistance with re-enrollment.** Working in conjunction with the Probation department, the Chicago Lawyers' Committee's Educational Equity Project will provide legal services to 25 general education students, assisting them in the process of re-enrolling at their home school or another appropriate educational setting
2. **Train and coordinate pro-bono attorneys and law students as education advocates to address re-enrollment issues in schools.** The Chicago Lawyers' Committee will train 20 volunteer attorneys and law students to assist students seeking re-enrolling, serving as an advocate and liaison between the school and the student, and representing students in due process hearings. Through this use of volunteer attorneys, the Committee will leverage over \$200,000 in free legal services on account of this program funding from Cook County.
3. **Promote services to stakeholders.** The Chicago Lawyers' will create and disseminate Know Your Rights materials, and resources available to safeguard those rights, to probation officers, public defenders and the court to educate youth on their rights and connect them to the Chicago Lawyers' Committee's re-enrollment services. With support from Cook County, the Educational Equity Project will develop a brochure for students and parents explaining legal rights in the re-enrollment process. The brochure would explain the scope of students' and parents' rights, and would outline the specific steps that students and parents should take when seeking re-enrollment
4. **Collaborate with community and city-wide advocates to increase access to education and advance systemic policy reform.** The Chicago Lawyers' Committee will build on its existing community partnerships and initiatives while developing new partnerships with members of the juvenile court community. Through the Chicago Lawyers' Committee's direct representation and coalition building, we will identify areas for systemic reform and work to advance initiatives that promote and increases access to educational opportunities for youth.

Referrals

Youth in need of re-enrollment advocacy services will be identified by The Education Advocacy Unit of the Cook County Juvenile Probation department who will refer cases to the Chicago Lawyers' Committee's Educational Equity Project. (We will also accept referrals from public defenders, juvenile judges, and other court personnel or advocates who come into contact with recently released youth or other court involved youth). The Educational Advocacy Unit helps youth who are in the detention center and not previously enrolled in school to re-enter into an appropriate educational setting upon release. This unit is currently comprised of 5-6 probation officers, each having a caseload of 30-60 youth at one time. Because of limited resources and the legal issues presented in many cases, the Educational Advocacy Unit receives many more cases than it can take on, and will often refer cases to legal aid organizations for specialized advocacy. The Unit also encounters other students, such as the sibling of a youth on probation, that is not eligible for court services but has the same needs. These students can be served by the Educational Equity Project. Unfortunately, many legal aid organizations are limited to serving particular demographics (e.g. students with disabilities, wards of the state, homeless youth, etc.), leaving a significant population of youth behind.

Description of Direct Re-enrollment Services

1. CLC Educational Equity Team will conduct an intake that will assess the issue presented, the desired remedy, and the appropriateness of our services in meeting the needs of the client.
2. Once a fit has been determined, CLC staff will assign and supervise a trained volunteer in advocating for students in the re-enrollment process, after having provided training to a ready community of legal advocates.
 - a. A limited number of cases will be handled in-house by staff attorneys because they present unique issues that are most appropriately handled in-house.
 - b. A limited number of cases may be best served through parent and student self-advocacy. In these cases staff attorneys will provide brief legal services aimed at educating and empowering parents to effectively self-advocate
3. All advocates assigned to a case will establish an advocate-client relationship
 - a. An advocate will review intake information and contact student, parent, and family for initial client meeting.
 - b. During a client meeting an advocate will obtain representation agreement, an information release form, conduct a client interview.
 - c. An advocate will determine advocacy strategy to meet client's need.
 - d. An advocate will provide necessary services including but not limited to:
 - i. Oral and written communication to school personnel
 - ii. Requests and representation for school meeting
 - iii. Requests for school records and court records
 - iv. Representation at due process hearings
 - v. Drafting and submitting appeal letters
 - vi. Filing complaints with the Illinois Circuit court
4. Advocate will provide representation until the case has reached final determination.

Schedule of Implementation:

0-1mo.

- Establish a referral and intake process, in coordination with the Probation Officers department, for assisting youth exiting the court system with re-enrollment;
- Create outreach materials to disseminate to Probation Officers department, public defenders and the court;
- Conduct outreach to disseminate information to targeted audiences;

2-3 mos.

- Conduct trainings for pro bono attorneys and other volunteer education advocates;
- Begin direct presentation program;

4-6 mos.

- Work with partners, such as CCJC, to evaluate current policies and practices of the Juvenile Court to identify the most important areas of needed change (e.g. public education, communication, policy reform, etc.) and develop a comprehensive plan of solution strategies.

7-12 mos.

- Maintain literature and data on websites, disseminate literature, develop and conduct community presentations;
- Evaluate program at year end by analyzing data collected and reviewing feedback from volunteers and students served;
- Work with partners to prepare a comprehensive report detailing efforts, successes, and long-term recommendations.

D. Outcomes

Educational Equity Outcome Chart

Outcomes	Measurement	Goals
1. Complete successful enrollments into educational services that are appropriate for students' needs.	Provide legal counsel and advocacy to 25 students and families in the re-enrollment process.	25 students
2. Increase the number of advocates with insight and training on re-enrollment issues and the value of legal advocacy in protecting students' rights.	Train 20 attorneys and law students on handling re-enrollment issues and the value of legal advocacy in protecting students' rights. Leverage \$200,000+ in legal resources.	20 attorneys and law students
3. Increase community awareness of re-enrollment issues and CLC's services.	Distribute 500 Know Your Rights brochures to probation officers, public defenders and the court, and parents to better educate youth on re-enrollment issues and connect them to the Chicago Lawyers' Committee's re-enrollment services.	500 copies of Know Your Rights materials
4. Increase coordination and collaboration to advance policy reform	Collaborate with community and city-wide advocates to increase access to education and advance systemic policy reform. The Chicago Lawyers' Committee will build on its existing community partnerships and initiatives while developing new partnerships with members of the juvenile court community.	Compile report of recommendations based on direct representation and coalition building efforts

Evaluation Methods:

The Chicago Lawyers' Committee holds itself accountable for providing expert, sophisticated, and comprehensive legal services to low-income communities and communities of color in greater Chicago. Our evaluation processes are informed by the American Bar Association's "Standards for Providers of Civil Legal Services to the Poor." Staff attorneys and project coordinators perform the first line of data gathering, keeping comprehensive records about cases as they occur to monitor CLC's overall impact on the community. To evaluate the progress of each project in achieving its objectives, the staff attorneys report outcomes to the Executive Director, citing the number of attorneys participating in the case, case outcomes, and the rate at which the cases are resolved quickly, expeditiously and inexpensively. Regular and systematized follow-up with clients is built into our case-tracking mechanisms.

E. Planning & Preparation Activities

1. CLC will meet with key juvenile court personnel to make them aware of CLC's re-enrollment services, educate them on the identification of youth that could benefit from CLC services, and provide a line of communication for future referrals. The goal is to ensure that key stakeholders who come into daily contact with youth involved in the juvenile justice system are aware of the issues these youth face with respect to reenrollment and provide them with a readily available resource that they can make referrals to.
 - a. Key contacts include:
 - i. Educational Advocacy Unit of the Juvenile Probation department
 - ii. Juvenile Court Judges
 - iii. Juvenile Public Defenders
2. CLC will develop and conduct training for volunteer advocates. The goal is to build a community of knowledgeable and dedicated volunteer advocates that can provide direct advocacy for youth. CLC will conduct outreach to attorneys from our member firms, interested pro bono attorneys in the private bar, and to law students. The training will provide advocates with comprehensive information on school law generally, the laws governing re-enrollment and access to education, a review of the processes available for advocacy, and best practices. Additionally, the training will provide advocates with background information on the unique circumstances and challenges that the target population presents and strategies on how to best work with their clients.
 - a. Volunteer advocates will be pro bono attorneys and law students
 - b. Trained on law pertaining to school access, advocacy strategies, advocate-client relationships, and targeted populations
3. CLC will develop self-advocacy materials for youth and parents seeking re-enrollment. Recognizing that direct representation is a limited solution, CLC will also seek to empower clients beyond the life of the representation by creating self-advocacy materials that can guide and support youth with future challenges they may face in school. Materials will be in the form of "Know Your Rights" brochures and handouts, templates for written communication with the school and the juvenile justice system, and electronic access to information on school laws, policies, and practices.

Chicago Lawyers' Committee for Civil Rights Under Law, Inc.
Recidivism Reduction Seed Grant – RFP No. 1453-13391

Qualifications of the Proposer

The Chicago Lawyers' Committee for Civil Rights Under Law, Inc. is the leading legal services non-profit in the Chicago metropolitan area with a focus on civil rights. For more than 45 years, the Chicago Lawyers' Committee has provided free legal services through its member law firms and staff lawyers to challenge discrimination and other violations of civil rights in both the public and private sectors.

The Chicago Lawyers' Committee was established in 1969 by a group of local attorneys to provide quality legal counsel to those clients whose civil rights cases and projects would benefit the community at large. The formation of the Committee was a response to the belief that the services of large law firms can be of great value in attacking the problems of poverty and discrimination. Each year, over 18,000 hours of donated professional legal services, with a value of more than \$8.5 million, are directed to challenge discrimination and other violations of civil rights in both the public and private sectors.

One of the Chicago Lawyers' Committee's greatest strengths is its ability to act as a convener, driving collaborations between businesses, government agencies, nonprofits of all sizes, foundations, and the private Bar across the entire Metro Chicago area. The nature of our existence as a Committee reflects our institutional power through alliances. We work with a network of strategic partners to champion equality across races, ethnicities, religions, ages, genders, sexual orientations, and other protected classes. Project staff work with nonprofits whose areas of focus directly intersect with project goals, ensuring an ongoing conversation between the Committee and its strategic partners in coordinating civil rights across the greater Chicago area.

The Chicago Lawyers' Committee staff, with the assistance of its member firms, provides free legal representation to individuals on a variety of legal matters to fight unlawful discrimination and promote strong communities. The Chicago Lawyers' Committee maintains a focus in a broad range of civil rights and economic justice matters, including: hate crime prevention and response; employment discrimination litigation; voting rights; educational equity; affordable housing development efforts; fair housing complaints; and fair mortgage-lending advocacy and litigation. The Committee also provides support for a broad range of economic development activity in Chicago, including free legal services to non-profit organizations, low-income homebuyers, and individuals using small businesses/micro-enterprises as strategies to achieve self-sufficiency. The goal is to ensure that Lawyers' Committee clients receive the same high-quality, aggressive representation afforded paying clients.

Educational Equity Project

The Chicago Lawyers' Committee's Educational Equity Project specifically aims to address systemic barriers to educational opportunity for the most disadvantaged communities. Youth who are unable to access educational opportunities face substantial struggles that extend well into their adult lives. High dropout rates among previously incarcerated youth severely limit their ability to financially support themselves or their families and make them far more likely to come in contact with the criminal justice system. Throughout its history, the Chicago Lawyers' Committee and its member firms have provided a variety of legal services to community groups and individuals concerned with improving the quality of education in their public schools. The Committee has undertaken numerous investigations to ensure equal education in the Chicago Public School System. For example, through its School Reform Advisory Project, the Chicago Lawyers' Committee and its member firms played a key role in the implementation of the Chicago School Reform Act of 1988, which created local school councils for all Chicago Public Schools. The Chicago Lawyers' Committee also played a significant role in the Chicago Board of Education and the Department of Justice's proposed modification to the consent decree in the Chicago school desegregation case, (*U.S. v. Chicago Board of Education*). This included informing the court regarding the state of integrated education in Chicago.

Last year, CLC's Educational Equity Project partnered with First Defense Legal Aid to develop a curriculum for inner city students on knowing their rights when facing harsh punishments at school; continued its work with the Chicago Public Schools, parents, legislators, and community groups to develop and implement school discipline reform that focuses on restorative justice rather than punitive justice and zero tolerance policies; and successfully advocated for the release of quarterly reports on student discipline and police activity in CPS schools. Additionally, the Project represented 22 students in expulsion hearings with nearly all resulting in no expulsion or alternative programs in lieu of expulsion.

Chicago Lawyers' Committee is part of a working group comprised of members of legal non-profits in Chicago that are engaged in advocacy related to students' rights and school discipline – the Legal Assistance Foundation, the Chicago Coalition for the Homeless, Equip for Equality, and Cabrini Green Legal Aid. Because of the Chicago Lawyers' Committee's aggressive advocacy efforts in partnership with several community groups including Project NIA, VOYCE, and Chicago Freedom School, CPS will provide regular reporting of school discipline, which will help to advance our joint mission to keep students of color in class and learning. . For the first time ever, Chicago Public Schools (CPS) released student suspension data for every school, including data on expulsions for charters. The hard work of the Chicago Lawyers' Committee and its coalition partners also helped form the groundwork for President Obama's new discipline guidelines for states and school districts – aimed at fixing disciplinary policies that have a disproportionate impact on minorities and students with disabilities. With financial support from Cook County, we will continue to grow our partnerships and our capacity to assist youth in protecting their rights and accessing quality education.

Chicago Lawyers' Committee for Civil Rights Under Law, Inc.
Recidivism Reduction Seed Grant – RFP No. 1453-13391

Key Personnel

Candace Moore (25%)

Candace Moore is an Educational Equity Fellow with the Chicago Lawyers' Committee charged with managing the proposed re-enrollment Program. Candace was instrumental in the Chicago Lawyers' Committee re-launch of the Educational Equity Project in 2011, and the creation of a direct representation program that would serve students facing expulsions. Since then, she has continued to volunteer with the Project, growing its programs and community partnerships. Candace has worked on re-enrollment issues since re-joining the Chicago Lawyers' Committee as a fellow in September 2013. Candace received her law degree from Loyola University Chicago May 2013 and received her bachelors of arts in political science and bachelor of science in human services *cum laude* in May 2009.

Jessica Schneider (14%)

Jessica Schneider is currently a Staff Attorney in the Educational Equity and Fair Housing Projects. Jessica coordinates the Educational Equity Project, including a pro bono project representing students in expulsion hearings and other educational civil rights issues, and will work with Candace in the coordination of re-enrollment services and training of volunteer attorneys as well as advising them throughout the representation process. She has also represented students in expulsion hearings and other education cases. Jessica joined the Chicago Lawyers' Committee in 2011 as a Civil Rights Fellow. Prior to joining the Chicago Lawyers' Committee, she provided legal advice and brief services in family law, housing, and consumer debt at the Coordinated Advice and Referral Program for Legal Services (CARPLS) as a volunteer. Jessica is fluent in Spanish, and has previously worked with immigrant communities including doing immigration casework. She received her bachelor's degree in Political Science and Spanish from Washington University in St. Louis and her law degree *cum laude* from DePaul University with a Certificate in Public Interest. She is a member of the PILI Alumni Leadership Council.

Paul Strauss (3%)

Paul Strauss is Co-Director of Litigation for the Chicago Lawyers' Committee for Civil Rights Under Law and is the Director of the CLC's Employment Opportunities Project. Paul will supervise the proposed re-enrollment program. For twenty-five years he handled employment discrimination and other civil rights case, primarily class actions based on race, sex, and age, as an associate and partner at Miner, Barnhill & Galland, a leading civil rights firm. He also worked for two years, before coming to CLC, as General Counsel to Affordable Housing Centers of America, a not-for-profit devoted to helping homeowners restructure their loans to avoid foreclosure. Currently, at CLC, his work includes projects involving employment discrimination, inequities in education, and problems of incarceration.

CANDACE C. MOORE

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EDUCATION

LOYOLA UNIVERSITY CHICAGO SCHOOL OF LAW, Chicago, IL

Juris Doctor, May 2013--- Certificate in Public Interest Law and Child and Family Law

Honors/Awards: Loyola University's Honors-at-Entrance Scholarship; 2011-2012 Powers, Rogers, & Smith Endowed Scholarship; 2012 Public Interest Law Society ("PILS") Exemplary Public Interest Achievement Award; Dean's List- Fall 2011, Spring 2012, and Fall 2013; 2013 Barney and Angela Richards Scholarship for employment law work with the EEOC mediation program; 2013 Dan K. Webb Center for Advocacy-ADR Student of the Year Award

Activities: International Academy of Dispute Resolution (Student Coach), National Black Law Student's Association (Regional Attorney General), Street Law Student Teacher (Kenwood Academy), Loyola University's Race and Law Symposium (2012 Chair), Constitutional Law Research Assistant (Prof. John Nowak)

Bar Status: Member of the Illinois Bar, October 2013

LOYOLA UNIVERSITY CHICAGO, Chicago, IL

Bachelor of Arts in Political Science; Bachelor of Science in Human Services, *cum laude*, May 2009

EXPERIENCE

THE CHICAGO LAWYER'S COMMITTEE FOR CIVIL RIGHTS UNDER LAW, Chicago, IL May 2011 – present

Loyola University Chicago Public Interest Fellow for the Educational Equity Project

- Collaborating with legal and non-profit school advocacy organizations to advance policy reform
- Coordinating and supporting staff and volunteer attorneys to implement direct representation services
- Representing students in discipline proceedings and conducting legal research supporting impact litigation

Summer Intern for The Law Project (TLP)

- Assisted 15-20 non-profit community organizations with transactional legal services: applying for federal income tax exemption, reviewing and drafting bylaws, reviewing and drafting articles of incorporation; researching state and federal laws on contests/sweepstakes rules

CHILD LAW CLINIC, LOYOLA UNIVERSITY CHICAGO

January 2013 – May 2013

711 Student Attorney

- Represented children in cases involving child protection (abuse and neglect), child custody and visitation, special education, juvenile delinquency, adoption, or child abduction
- Interviewed and advised clients, developed case strategy, and prepared written and oral court motions

ADVANCED MEDIATION ADVOCACY, LOYOLA UNIVERSITY CHICAGO

August 2012 – May 2013

711 Student Attorney

- Represented clients in three EEOC mediations involving race, gender, and disability discrimination
- Interviewed and advised clients, developed case strategy, represented client's interests during mediation, and drafted/reviewed settlement agreements ranging from \$5,000-\$30,000

BUSINESS AND PROFESSIONAL PEOPLE FOR THE PUBLIC INTEREST, Chicago, IL

May 2012 – August 2012

PILI Summer Intern

- Researched public education policy issues (i.e. preschool funding, school zoning, state and federal regulations) and drafted memoranda
- Assisted in the administration and development of the Altgeld-Riverdale Early Learning Coalition

FUTTERMAN, HOWARD, ASHLEY & WELTMAN

January 2012 – May 2012

Law Clerk

- Assisted in trial preparation for a class-action civil rights litigation against a large public school district
- Researched current federal and state civil rights legislation and Department of Education's policies and guidance on diversity initiatives in educational institutions

CANDACE C. MOORE

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REFERENCES

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312.641.557 (main office)
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Jessica Schneider

jaschnei@gmail.com, (312) 519-5568, 4871 N. Magnolia, Chicago, IL 60640

EDUCATION

DePaul University College of Law

Chicago, IL

Juris Doctor, Cum Laude, conferred May 2010

Certificate in Public Interest

GPA 3.56/4.0, Class Rank: Top 20%

- Dean's List, Fall 2007, Spring 2008, Fall 2009
- CALI Award-Criminal Procedure, Fall 2008; Federal Courts, Spring 2009, Death Penalty Clinic, Spring 2010
- Honorary Roslyn C. Lieb Public Interest Law Initiative Scholarship Recipient 2009
- Center for Public Interest Law Committee Member
- Pro Bono Community Service Initiative Student Site Coordinator
- Chancellor's Award of Service
- National Lawyers Guild, Vice President, DePaul Chapter

Washington University in St. Louis

St. Louis, MO

Bachelor of Arts in Political Science and Spanish, conferred May 2005

GPA 3.7/4.0

- Dean's List Fall 2002, Spring 2003, Fall 2004
- College Honors awarded May 2005

EXPERIENCE

Chicago Lawyers' Committee for Civil Rights Under Law

Staff Attorney, Fair Housing Project and Educational Equity Project

Chicago, IL
April 2011-Present

- Interview and evaluate potential clients for Fair Housing cases
- Conduct outreach and training about fair housing laws
- Co-counsel with volunteer attorneys representing clients in fair housing cases at court and administrative agencies
- Summer intern coordinator
- Coordinate the pro bono expulsion hearing project and represent students in expulsion hearings
- Advocate for students and fair educational policies
- Other litigation and policy work as needed

Chicago Lawyers' Committee for Civil Rights Under Law

Civil Rights Fellow (Volunteer)

Chicago, IL
January 3, 2011-April 2011

- Interview and evaluate potential clients for employment discrimination cases
- Draft charges to be filed with the EEOC
- Investigate education, healthcare, and voting rights civil rights issues as new initiatives
- Coordinate summer intern placements

Coordinated Advice and Referral Program for Legal Services (CARPLS)

CARPLS Works Volunteer

Chicago, IL
November 2010-April 2011

- Advise and counsel clients via the legal aid hotline for one four-hour shift each week
- Provide legal advice or brief services in the areas of family law, housing, and consumer debt
- Give legal and social service referrals when appropriate
- Trained in the substantive law areas of family law, housing, and consumer debt

Latino Union of Chicago

Wage Theft Task Force Volunteer

Chicago, IL
October 2007-May 2010

- Interviewed clients and contact employers regarding wage theft cases
- Assisted low income workers in filing cases in Pro Se or Small Claims Court
- Helped coordinate legal volunteers

Jessica Schneider

jaschnei@gmail.com, (312) 519-5568, 4871 N. Magnolia, Chicago, IL 60640

REFERENCES

1. **Shaye Louglin**
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2. **Miranda B. Johnson**
Associate Director
Education Law and Policy Institute
Loyola University Chicago School of Law
25 E. Pearson Street, Room 1126
Chicago, IL 60611
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(312) 915-6485 (fax)
mjohnson11@luc.edu

3. **Eve Rips**
Midwest Director, Young Invincibles
114 N. Aberdeen St
Chicago, IL 60607
(847) 226-4029
eve.rips@younginvincibles.org

CONTRACT NO. 1453-13391B

EXHIBIT 2

Schedule of Compensation

PRICE PROPOSAL/BUDGET DETAIL

The Proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as Document Number 1453-13391 for the Recidivism Reduction Seed Grants as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same. Any category of expense not applicable to the budget may be deleted. Indirect costs are not allowable

Budget Detail

A. Personnel

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Paul Strauss/Project Director	3% of \$105,067	\$3,152
Jessica Schneider/Staff Attorney	14% of \$46,359	\$6,490
Candace Moore/Staff Attorney	25% of \$40,000	\$10,000

SUB-TOTAL \$ 19,642

B. Fringe Benefits

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
Paul Strauss	20%	\$ 630
Jessica Schneider	20%	\$1,298
Candace Moore	20%	\$2,000

SUB-TOTAL \$ 3,928

TOTAL PERSONNEL AND FRINGE BENEFITS \$ 23,570

C. Travel

Itemize travel expenses of project personnel by purpose. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved.

Identify the location of travel, if known. Travel for consultants will only be reimbursed for resources traveling from more than 50 miles outside of Cook County and shall be consistent with Cook County travel reimbursement policies. All travel shall be pre-approved by the Justice Advisory Council.

Purpose of Travel	Location	Item	Computation	Cost
Planning meetings	Various schools	10 meetings	10x30 mi x.56	\$168
Cases	Various schools	13 cases	13x30 mi x.56	\$218

TOTAL \$ 386

D. Supplies

List items by type. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost

TOTAL \$ _____

E. Other Costs

List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Volunteer attorney packets	20x5 pages printed @ .15/pg	\$15
Know Your Rights brochure	Portion of \$490 (500 2 sides @.4 per pg)	\$29

TOTAL \$ 44 _____

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

	Budget Category	Amount
A	Personnel	\$19,642
B	Fringe Benefits	\$3,928
C	Travel	\$386
D	Supplies	\$
E	Other Costs	\$44
	Grand Total	\$24,000

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
5/30/2014

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.

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

PRODUCER COMPLETE EQUITY MARKETS INC 1190 Flex Court Lake Zurich, IL 60047	CONTACT NAME: PHONE (A/C, No, Ext): (847) 541-0900 FAX (A/C, No): (847) 541-0444 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC#	
INSURED Chicago Lawyer's Committee for Civil Rights Under Law, Inc. 100 North LaSalle Street Suite 600 Chicago, IL 60602	INSURER A: The Charter Oak Fire Insurance Co.	
	INSURER B: The Travelers Indemnity Company	
	INSURER C: Travelers Casualty Insurance Company of America	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	POL NO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			680-248W7956-13-42	07-16-13	07-16-14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-248W7956-13-42	07-16-13	07-16-14	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		X	CUP-3016Y894-13-42	07/16/13	07/16/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ISUB-3924R883-13	07/16/13	07/16/14	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County, its officials, employees and agents are listed as an Additional Insured with respect to their interest as a Funding Source per all terms and conditions of the policy.

Additional Insured status does not apply to the Workers Compensation policy.

Ref: Contract Number (1453-13391B)

CERTIFICATE HOLDER Cook County 118 N. Clark #1018 Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

EXHIBIT 4

Economic Disclosure Statement (EDS) Forms

ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

<u>Section</u>	<u>Description</u>	<u>Pages</u>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	Certifications	EDS 1, 2
2	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 9
3	Sole Proprietor Signature Page	EDS 10a/b/c
4	Partnership Signature Page	EDS 11/a/b/c
5	Limited Liability Corporation Signature Page	EDS 12a/b/c
6	Corporation Signature Page	EDS 13a/b/c
7	Cook County Signature Page	EDS 14

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

Section 1: Certifications. Section 1 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 2: Economic and Other Disclosures Statement. Section 2 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.

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

Sections 3,4,5,6,and 7: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 3 is the form for a sole proprietor; Section 4 is the form for a partnership or joint venture; Section 5 is the form for a Limited Liability Corporation, and Section 6 is the form for a corporation. Proper execution requires THREE ORIGINALS; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

ECONOMIC DISCLOSURE STATEMENT

CERTIFICATIONS (SECTION 1)

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).

ECONOMIC DISCLOSURE STATEMENT

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

REQUIRED DISCLOSURES (SECTION 2)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
	N/A

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

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

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

Yes X No _____

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

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

Yes X No _____

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the following, based upon the definitions and other information included in such Affidavit.

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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.

ECONOMIC DISCLOSURE STATEMENT

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: Chgo Lawyers' Cmte D/B/A: _____ EIN NO.: 51 0189264

Street Address: 100 N. LaSalle Street, Suite 600

City: Chicago State: IL Zip Code: 60602

Phone No.: (312) 630-9744

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Non profit

ECONOMIC DISCLOSURE STATEMENT

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

[] 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.

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

Jay S. Readey

Executive Director

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

Jay Readey

3/10/14

Signature

Date

jreadey@clccrul.org

3/10/14

E-mail address

Phone Number

Subscribed to and sworn before me

My commission expires:

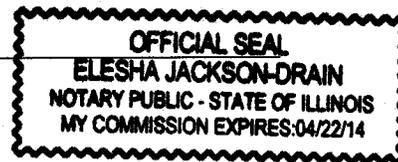
this 10 day of March, 20 14

4/22/14

X *Elesha Jackson-Drain*

Notary Public Signature

Notary Seal



ECONOMIC DISCLOSURE STATEMENT

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

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: Jay S. Readey Title: Executive Director

Business Entity Name: Chgo Lawyers' Committee Phone: (312) 630-9744

Business Entity Address: 100 N. LaSalle Street, Suite 600, Chicago, IL 60602

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

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

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

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

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

Jay Readey 3/10/14
Owner/Employee's Signature Date

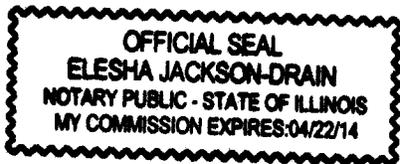
Subscribe and sworn before me this 10 day of MARCH, 2014.

a Notary Public in and for COOK County

Elesha Jackson-Drain
(Signature)

NOTARY PUBLIC

SEAL



My Commission expires 4/22/14

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A SOLE PROPRIETOR

(SECTION 3)

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

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 4)

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: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20 ____.

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.

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 5)

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: _____

CONTACT PERSON: _____

FEIN: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn 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.**

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A CORPORATION

(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: Chicago Lawyers' Committee for Civil Rights Under Law, Inc.

BUSINESS ADDRESS: 100 N. LaSalle Street, Suite 600, Chicago, IL 60602

BUSINESS TELEPHONE: (312) 630-9744 FAX NUMBER: (312) 630-1127

CONTACT PERSON: Jay S. Readey

FEIN: 51 0189264 *CORPORATE FILE NUMBER: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Max Stein VICE PRESIDENT: Nancy Maldonado

SECRETARY: Paul Greenwalt, III TREASURER: Robert Clarke

**SIGNATURE OF PRESIDENT: *Max Stein*

ATTEST: *Paul Greenwalt, III* (CORPORATE SECRETARY)

Subscribed to and sworn before me

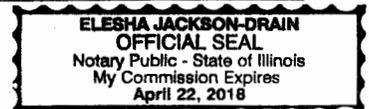
this 3RD day of June, 2014.

X *Elesha Jackson-Drain*

Notary Public Signature

My commission expires: 4/22/2018

Notary Seal



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

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

COOK COUNTY SIGNATURE PAGE

(SECTION 7)

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

John G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 18 DAY OF July, 2014.

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

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

1453-13391 B

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 24,000⁰⁰ (DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

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