

PROFESSIONAL SERVICES AGREEMENT

**EVALUATION SERVICES –
ACCESS TO COMMUNITY-BASED TREATMENT COURT (ACT)**

BETWEEN



COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE

AND

EPPERSON CONSULTING

CONTRACT NO. 1453-13969

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND	1
ARTICLE 2) DEFINITIONS	1
a) Definitions	1
b) Interpretation	2
c) Incorporation of Exhibits	2
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT.....	3
a) Scope of Services.....	3
b) Deliverables	3
c) Standard of Performance	3
d) Personnel	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	5
g) Indemnification.....	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits.....	9
k) Subcontracting or Assignment of Contract or Contract Funds.....	10
l) Professional Social Services.....	11
ARTICLE 4) TERM OF PERFORMANCE.....	12
a) Term of Performance	12
b) Timeliness of Performance	12
c) Agreement Extension Option.....	12
ARTICLE 5) COMPENSATION	12
a) Basis of Payment	12
b) Method of Payment	13
c) Funding	13
d) Non-Appropriation	13
e) Taxes	13
f) Price Reduction	14
g) Contractor Credits.....	14

ARTICLE 6) DISPUTES.....	14
ARTICLE 7) COMPLIANCE WITH ALL LAWS.....	15
ARTICLE 8) SPECIAL CONDITIONS.....	15
a) Warranties and Representations.....	15
b) Ethics	16
c) Joint and Several Liability	16
d) Business Documents.....	17
e) Conflicts of Interest	17
f) Non-Liability of Public Officials	18
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....	18
a) Events of Default Defined	18
b) Remedies	19
c) Early Termination.....	21
d) Suspension	22
e) Right to Offset	22
f.) Delays.....	22
g.) Prepaid Fees.....	23
ARTICLE 10) GENERAL CONDITIONS	23
a) Entire Agreement.....	23
b) Counterparts.....	24
c) Modifications and Amendments.....	24
d) Governing Law and Jurisdiction.....	25
e) Severability	25
f) Assigns	25
g) Cooperation	25
h) Waiver	26
i) Independent Contractor	26
j) Governmental Joint Purchasing Agreement.....	26
ARTICLE 11) NOTICES.....	27
ARTICLE 12) AUTHORITY	27
Exhibit 1	Scope of Services and Schedule of Compensation
Exhibit 2	Certification for Consulting or Auditing Services
Exhibit 3	Interagency Agreement - Adult Redeploy Illinois
Exhibit 4	Evidence of Insurance
Economic Disclosure Statement	

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 Epperson Consulting, doing business as a Sole Proprietor of the State of Illinois, hereinafter referred to as "Consultant", as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

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

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

TERMS AND CONDITIONS

ARTICLE 1: INCORPORATION OF BACKGROUND

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

ARTICLE 2: DEFINITIONS

a) Definitions

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

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

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

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

"Department" means the Cook County Using Department.

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

- Exhibit 1 Scope of Services and Schedule of Compensation
- Exhibit 2 Certification for Consulting or Auditing Services
- Exhibit 3 Interagency Agreement - Adult Redeploy Illinois
- Exhibit 4 Evidence of Insurance

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

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

iii) **Salaries and Wages**

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

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

f) **Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.
- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

- (6) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the 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 consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

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

j) Examination of Records and Audits

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

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

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

D) Professional Social Services

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

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

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on December 1, 2014 ("**Effective Date**") and continue until June 30, 2015 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

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

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to one (1) additional one-year period under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5: COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 1 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 Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6: DISPUTES

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

ARTICLE 7: COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8: SPECIAL CONDITIONS

a) Warranties and Representations

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

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

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

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

c) Joint and Several Liability

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

d) **Business Documents**

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

e) **Conflicts of Interest**

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

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

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

b) Remedies

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

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

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

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

c) Early Termination

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

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

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

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

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

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

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f) Delays

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

g) Prepaid Fees

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

ARTICLE 10: GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Modifications and Amendments**

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

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

d) Governing Law and Jurisdiction

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

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11: NOTICES

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

If to the County: Office of the Chief Judge
 50 West Washington, Room 260
 Chicago, Illinois 60602
 Attention: Department Director

and

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

If to Consultant: Epperson Consulting
 1029 Douglas Avenue
 Flossmoor IL 60422
 Attention: Matthew Wade Epperson

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

ARTICLE 12: AUTHORITY

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

EXHIBIT 1

SCOPE OF SERVICES AND SCHEDULE OF COMPENSATION

SCOPE OF SERVICES:

Access to Community-Based Treatment (ACT) Court – Phase 1 Evaluation

Project Period: 12/1/2014 – 6/30/2015

Independent Contractor:

Matthew W. Epperson, PhD, MSW

Assistant Professor

University of Chicago School of Social Service Administration

Overview:

This document outlines Phase 1 activities to conduct a preliminary evaluation of the newly formed ACT Court in Cook County, Illinois. The evaluation will be led by Principal Investigator Dr. Matthew Epperson, who is an Assistant Professor at the University of Chicago School of Social Service Administration, will work as an independent contractor. Phase 1 evaluation activities will focus on three primary goals. First, Dr. Epperson will collaborate with the ACT Court team to develop a logic model for the ACT Court intervention, which will define core program elements, outputs and intermediate and distal outcomes. Articulating this logic model will be instrumental in ensuring that proper data is being collected as the Court develops. Second, a process evaluation will be conducted, both in terms of the ACT Court's fidelity to problem-solving court models and in terms of its implementation as an evolving intervention. Third, Dr. Epperson will conduct a mixed methods preliminary outcome evaluation, based on participants that enter the Court in its initial phase. This formative work will build the capacity for a more comprehensive and rigorous evaluation to occur in subsequent years.

While the court is still in its infancy stages, Dr. Epperson will work as an independent but collaborative evaluator, regularly engaging with the ACT Court team to discuss preliminary findings and how the Court can respond to challenges or needs identified through the evaluation process. Because of the collaborative nature of the evaluation, specific activities under the stated goals will be refined and specified during the project period. This document thus provides a guiding overview of the Phase 1 evaluation process.

ACT Court Description:

The Access to Community-Based Treatment (ACT) Court is a problem-solving court launched in 2014 in Cook County, Illinois under the support of a grant from Adult Redploy Illinois. The Court targets nonviolent offenders who are likely to be sentenced to the Illinois Department of Corrections (IDOC) and are at high risk for recidivism and high need for recovery support services. The court operates much like a standard drug court, with an additional focus on securing health insurance coverage for eligible participants as a means to facilitate behavioral healthcare services. The ACT Court aims to increase the number of participants who enter community-based treatment, improve substance abuse treatment and behavioral health outcomes, decrease alcohol and other drug use and noncompliance, reduce crime and recidivism, and increase public safety.

Phase 1 Evaluation Goals:

Phase 1 evaluation activities will focus on achieving the following three goals:

1. Develop a **logic model** that articulates ACT Court program activities, key mediators moderators, and outcomes.
2. Conduct a **process evaluation** of the ACT Court implementation and initial period of operation.
3. Perform a **preliminary outcome evaluation** of the first wave of ACT Court participants.

Goal 1: Logic Model

In this first step in the Phase 1 evaluation, Dr. Epperson will work collaboratively with the ACT Court team to develop and refine a logic model for the ACT Court intervention. The logic model will specify the ACT Court intervention process in terms of core program elements (i.e. objectives, inputs, activities); outputs (i.e. products of program activities); intermediate outcomes (i.e. changes in mediators); and distal outcomes. In other words, the logic model becomes a road map for the ACT Court. Some of the components of the ACT Court logic model have already been conceived in the initial stages of the Court's development; for example, the Court has identified access to health insurance as a mediator and reductions in recidivism as a distal outcome. However, the process of fully articulating and refining the ACT Court logic model will enhance the planning and implementation of the Court, as well as identifying key areas for measurement. In a very tangible sense, the logic model will become the framework from which both Phase 1 evaluation and a more comprehensive evaluation can take place.

Activities. Dr. Epperson and a research assistant will review existing ACT Court planning documents and literature on evidence-based approaches to problem-solving courts. They will meet regularly with members of the research team, facilitating a structured conversation and activities to define components of the logic model. Examples of questions to be asked include:

- What components are necessary to reduce recidivism among ACT Court clients?
- What areas of training would benefit members of the ACT Court team?
- What are the key activities of the ACT Court?
- What short and long-term outcomes are most relevant for ACT Court clients?

Based on the document review and initial meetings, Dr. Epperson will develop a draft of the ACT Court logic model to present to the team, soliciting their feedback and revisions. The logic model will continue to be refined in an iterative fashion throughout Phase 1.

Product: A refined ACT Court logic model, to be delivered to ACT Court team members and the Illinois Circuit Court of Cook County.

Goal 2: Process Evaluation

Phase 1 process evaluation activities will document and analyze the early development and implementation of the ACT Court program, in order to ascertain whether strategies were implemented as planned. The process evaluation will be largely informed by the logic model

produced, which will help to define specific process elements and key components of the ACT Court intervention. Initial process questions to be addressed include:

- What training do ACT Court team members receive, and are trainings relevant and sufficient?
- Does the implementation of the ACT Court meet process objectives defined in the logic model?
- What is the fidelity of the ACT Court to the 10 key components of drug courts? (i.e. integration of treatment services; nonadversarial approach; access to a continuum of treatment and rehabilitative services; coordinated responses to participant compliance)
- What are the admission and retention rates for ACT Court clients? Are admission and retention performance targets being met?
- How are community partner relationships forged and maintained?
- What are the steps and staff involved in targeting of ACT Court cases? Does case selection meet stated criteria? To what degree is case selection bias present?
- Are ACT Court team member roles clearly defined? To what degree do team members maintain their roles?
- Does the ACT Court, fully developed, have the potential to adequately penetrate the target population?

Activities: Process evaluation questions will be addressed through the following evaluation activities: Review of ACT Court records and program material; Regular meetings with ACT Court team members; In-depth interviews with ACT Court participants; In-depth interviews with ACT Court team members; Courtroom observations; ACT Court staffing observations.

Products: The Phase 1 process evaluation will yield several deliverable products, including:

- ACT Court Program Fidelity Instrument (to be used for current and subsequent process evaluation activities)
- Case Referral Assessment Form
- Phase 1 Process Evaluation Report: To be delivered to the ACT Court Team, Illinois Circuit Court of Cook County, and ACT Court program sponsors
- Scholarly manuscript on ACT Court process evaluation findings: To be published in a peer-reviewed publication

Goal 3: Preliminary Outcome Evaluation

Concurrent to the process evaluation, the Phase 1 evaluation will entail a mixed-methods preliminary outcome evaluation for the initial wave of ACT team participants. Additional measures and procedures will also be developed during Phase 1 to set the stage for a more comprehensive and rigorous evaluation once the ACT Team is operating at capacity. Intermediate and distal outcomes will be identified and refined through the logic model development. Initial questions to be addressed in the preliminary outcome evaluation include:

- Did the ACT Court program reduce self-reported and actual drug use?
- Did the program improve participants' access to behavioral health treatment services?

- Are program participants more likely to complete treatment services successfully, compared to similar populations of clients?
- Do ACT Court participants have lower rates of recidivism compared with pre-ACT Court involvement? Compared to similar populations of clients?
- Are ACT Court participants more likely to fulfill the conditions of probation, compared with similar clients in other probation programs?
- What are the characteristics of ACT Court clients who do not successfully complete the program? What are the reasons for their termination?
- How do ACT Court clients compare to other probationers in terms of probation violations?
- How are core program elements, outputs, immediate outcomes, and distal outcomes from the logic model related? What correlations within the logic model are strongest? Weakest?
- How do ACT Court participants describe their experience in the court compared to other court programs? Do they find the ACT Court intervention components to be acceptable and relevant? What recommendations do participants make to improve the ACT Court?
- How do ACT Court team members describe their involvement in the ACT Court intervention? What are the strengths and challenges of the ACT Court program, based on the perspectives of Court team members? How could the program be improved?

Activities: The preliminary outcome evaluation will entail the following activities: Review and refinement of all data collection instruments; Analysis of ACT Court Client data (i.e. urinalysis, treatment adherence, probation violations, employment, etc); Analysis of data from Cook County probation records; Analysis of qualitative data from the following - In-depth interviews with ACT Court participants; In-depth interviews with ACT Court team members; Courtroom observations; ACT Court staffing observations; Regular meetings with ACT Court team members

Products: The preliminary outcome evaluation will yield the following deliverables:

- Refined data collection instruments and process documents for ACT Court clients
- Preliminary outcome evaluation report, to be delivered to the ACT Court team, Illinois Circuit Court of Cook County, and ACT Court program sponsors
- Scholarly mixed methods publication on preliminary outcome findings: To be published in a peer-reviewed journal
- Written plan for Phase 2 outcome evaluation: To be implemented when the ACT Court is operating at full capacity, and based on the refined data collection procedures from Phase 1

Description of Specific Evaluation Activities

The research activities listed under each goal statement are described below.

Literature review and planning. Dr. Epperson and a research assistant will review all ACT Court planning and implementation documentation. Additionally, a literature review pertinent to

problem-solving court best practices and evaluation will be conducted to enhance the Phase 1 evaluation activities.

Meetings with ACT Court Team: Dr. Epperson and/or a research assistant will meet regularly (at least once monthly) with the ACT Court team over the course of the project period to develop the logic model and to discuss preliminary findings from the Phase 1 evaluation. Dr. Epperson will work closely with the ACT Court team and the Senior Research Associate, Office of the Chief Judge, Illinois Circuit Court of Cook County to identify areas for additional training and research as the ACT Court intervention continues to develop.

ACT Court observation: Dr. Epperson and a research assistant will observe at least eight ACT Court calls and six ACT Court staffing sessions over the course of the project period, which will enhance the development of the logic model, as well as the process and preliminary outcome evaluation.

In-depth Interviews with ACT Court participants: Dr. Epperson and a research assistant will conduct in-depth interviews with 20 current ACT Court participants. Participation in the in-depth interviews will be completely voluntary, and participants will receive a cash incentive for their participation. Depending on the needs of the Phase 1 evaluation, some participants may be asked to complete more than one interview. The in-depth interview guide will be developed concurrent to the logic model development and process evaluation, and will focus on the experiences of ACT Court participants in the context of their participation.

In-depth interviews with ACT Court team members. Dr. Epperson and a research assistant will conduct at least two in-depth interviews with each member of the ACT Court team; one interview will be conducted near the beginning of the project period, and one will be conducted near the end of the project period. The in-depth interview will enhance the development of the logic model, as well as the process evaluation. Interviews will focus on ACT Court team members' individual perspectives in the context of working within the context of a court team.

Document and data review: ACT Court client records and data will be reviewed as part of the process and preliminary outcome evaluation, as made available by the Illinois Circuit Court of Cook County. Additionally, data on clients from alternative problem-solving courts or probation programs will be reviewed for preliminary outcome comparisons.

Data Analysis. Quantitative analyses will be conducted using STATA 12 and SPSS 14. Qualitative analyses of in depth interviews and observation notes will be conducted using NVivo 10.

Dissemination of findings. Reports for each goal of the Phase 1 evaluation will be disseminated to the ACT Court team, the Illinois Circuit Court of Cook County, and the ACT Program Sponsors. Additionally, scholarly manuscripts will be developed for publication in relevant peer-reviewed journals.

IRB Approval. All Phase 1 evaluation activities involving human subjects will be reviewed and approved by the Institutional Review Board at the University of Chicago.

Budget and Justification

Total costs for the ACT Court Phase 1 Evaluation are **\$35,000**. Included in the total costs are the following:

- **Principal Investigator Dr. Matthew Epperson** will contribute a minimum of 30 days over the project period, plus administrative time to oversee project operations, at a rate of \$800 per day.
- **Research Assistant:** A doctoral-level research assistant will contribute an average of 6 hours per week for a total of 288 hours, at a rate of \$25 per hour.
- **Participant incentives:** For 30 ACT Court participant in-depth interviews
- **Transcription services:** for a total of 50 in-depth interviews
- **Supplies:** Including printer paper, toner cartridges, pens, pencils, notebooks, disks, and blank cd's.
- **Travel:** For 25 trips to and from the Cook County Courthouse

Justification for Principal Investigator. Dr. Matthew Epperson is Assistant Professor at the University of Chicago School of Social Service Administration (SSA), one of the leading schools of social work in the nation. His research interests center on intervention research on co-occurring issues of substance abuse, mental illness, and criminal justice involvement. Dr. Epperson is currently Principal Investigator of a study funded by the National Institute of Justice which entails a comparative, mixed methods evaluation of three court-based programs in Cook County, Illinois, that address probationers with serious mental illnesses: Mental health court, specialized mental health probation, and standard probation. He recently completed a process and outcome evaluation (also funded by NIJ) of the statewide expansion and implementation of specialized mental health probation in the State of New Jersey. Dr. Epperson received his PhD with distinction from the Columbia University School of Social work. He has over 15 years of clinical and administrative experience in behavioral health and criminal justice settings.

Dr. Epperson will design, direct, and supervise all Phase 1 evaluation activities. He will supervise the research assistant and work directly with the ACT Court team as part of a collaborative evaluation. Dr. Epperson will conduct and oversee all data collection, analysis, management, and dissemination activities.

CURRICULUM VITAE
Matthew W. Epperson

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EDUCATION

- 2010 Postdoctoral Fellowship, Behavioral Health Services & Criminal Justice Research
Rutgers University, New Brunswick, NJ
- 2008 Ph.D., Social Work (Advanced Practice)
Columbia University, New York, NY
- 2008 M.Phil., Social Work
Columbia University, New York, NY
- 1996 M.S.W., Advanced Generalist Practice
Grand Valley State University, Allendale, MI
- 1992 B.S., Sociology/Criminal Justice
Central Michigan University, Mt. Pleasant, MI

ACADEMIC AND RESEARCH APPOINTMENTS

- 2010-present *Assistant Professor*
School of Social Service Administration, University of Chicago
- 2011-present *Research Affiliate*
Crime Lab, University of Chicago
- 2010-present *Research Affiliate*
Center for Behavioral Health Services & Criminal Justice Research, Rutgers University
- 2008-2010 *Postdoctoral Research Fellow*
Center for Behavioral Health Services & Criminal Justice Research, Rutgers University
- 2006-2010 *Associate Research Scientist*
Social Intervention Group, Columbia University School of Social Work
- 2007-2008 *Predoctoral Research Fellow*
National Development and Research Institutes

RESEARCH SUPPORT

Grants Funded

- 2011-2014 *Principal Investigator*
"Junior Faculty Grant Program: Comparative Evaluation of Court-Based Responses to Offenders with Mental Illnesses"
National Institute of Justice (2010-IJ-CX-0033)
\$440,437 total costs
- 2013-2014 *Principal Investigator*
"Building Integrated Interventions to Reduce Mental Health Disparities in the Criminal Justice System"
National Institutes of Health, Health Disparities Loan Repayment Program
\$16,525
- 2014 *Principal Investigator*
"Criminal Risk Factors among Persons with Serious Mental Illnesses in Mental Health Treatment Settings."
Center for Health Administration Studies, University of Chicago
\$19,900
- 2011-2013 *Co-Principal Investigator*
"Evaluation of NJ Probation Specialized Mental Health Caseload"
National Institute of Justice (2010-SC-BX-0002, P.I. Nancy Wolff)
\$500,000 total costs (subcontract to University of Chicago: \$88,255)
- 2008-2013 *Co-Investigator*
"Multimedia HIV/STI Prevention for Drug-Involved Female Offenders"
National Institute on Drug Abuse (R01DA025878, P.I. Nabila El-Bassel)
\$3,253,937 total costs
- 2011-2013 *Co-Investigator*
"A Computerized Service Tool to Address Partner Abuse among Women in Drug Court" National Institute on Drug Abuse (R34DA031325, P.I. Gilbert)
\$648,000 total costs
- 2011-2013 *Co-Principal Investigator*
"SHINE – STI/HIV Intervention Network"
University of Chicago, School of Social Service Administration (PI: Dexter Voisin)
\$87,847
- 2009-2011 *Principal Investigator*
"HIV Prevention Intervention Research at the Intersection of Criminal Justice Involvement, Mental Illness and Substance Abuse"
National Institutes of Health, Health Disparities Loan Repayment Program
\$28,287

- 2008-2010 *Postdoctoral Research Fellow*
"Mental Health & Criminal Justice Postdoctoral Training"
National Institute of Mental Health (T32MH070313, P.I. Nancy Wolff)
\$77,124
- 2007-2008 *Co-Investigator*
"Targeted Recruitment of Criminal Justice Participants for HIV/STI Prevention"
National Institute on Drug Abuse (Supplement R01DA016993, P.I. Nabila El-Bassel)
\$50,000
- 2007-2008 *Predocctoral Research Fellow*
"Behavioral Sciences Training in Drug Abuse Research"
National Institute on Drug Abuse (T32DA007233, P.I. Bruce Johnson)
\$21,180

Grants Under Review

Principal Investigator

"Advancing Intervention Science for Probationers with Serious Mental Illnesses."
National Institute of Mental Health (K01MH103446).

PUBLICATIONS

Peer-Reviewed Journal Articles (*Denotes student author)

Epperson, M. W., Wolff, N., Morgan, R.D., Fisher, W.H., Frueh, B.C., & Huening, J. (*In Press*).
Envisioning the next generation of behavioral health and criminal justice interventions. *International Journal of Law & Psychiatry*.

Epperson, M. W., Canada, K.E., *Thompson, J.G., & Lurigio, A. (*In Press*). Walking the line:
Specialized and standard probation officer perspectives on supervising probationers with serious
mental illnesses. *International Journal of Law & Psychiatry*.

*Azhar, S., *Berringer, K., & Epperson, M. W. (*In Press*). A meta-analysis of HIV prevention
interventions targeting women with criminal justice involvement. *Journal of the Society for Social Work
and Research*.

Canada, K.E., & Epperson, M.W. (*In Press*). The client-caseworker working relationship and its
association with outcomes among mental health court participants. *Community Mental Health Journal*.
DOI: 10.1007/s10597-014-9713-z.

Wolff, N., Epperson, M.W., Shi, J., Huening, J., Schumann, B.E., & Rubinstein, I. (*In Press*).
Mental health specialized probation caseloads: Are they effective? *International Journal of Law &
Psychiatry*.

Orellana, E.R., El-Bassel, N., Gilbert, L., Miller, K.M., Catania, J., Epperson, M.W., & Wu, E. (*In
Press*). Sex trading and other HIV risks among drug-involved men: Differential associations with
childhood sexual abuse. *Social Work Research*.

- Wolff, N., Huening, J., Shi, S., Schumann, B.E., Sullivan, I., & Epperson, M.W. (2014). Evaluating client selection and selection fidelity: Case of mental health probation supervision. *Criminal Justice and Behavior*, 41 (5), 536-552.
- Epperson, M.W., *Roberts, L.E., Ivanoff, A., Tripodi, S.J., & *Gilmer, C.N. (2013). To what extent is criminal justice content specifically addressed in MSW programs? *Journal of Social Work Education*, 49 (1), 96-107.
- Wolff, N., Frueh, B.C., Huening, J., Shi, J., Epperson, M.W., Morgan, R., & Fisher, W. (2013). Practice informs the next generation of behavioral health and criminal justice interventions. *International Journal of Law & Psychiatry*, 36, 1-10.
- Khan, M.R., Epperson, M.W., Gilbert, L., Goddard, D., *Hunt, T., *Sarfo, B., & El-Bassel, N. (2012). The promise of multimedia technology for STI/HIV prevention: Frameworks for understanding improved facilitator delivery and participant learning. *AIDS and Behavior*, 16, 1949-1960.
- Lurigio, A.J., Epperson, M.W., *Canada, K.E., & *Babchuk, L.C. (2012). Specialized probation programs for people with mental illnesses: A review of practices and research. *Journal of Crime and Justice*, 35 (2), 317-326.
- *Babchuk, L.C., Lurigio, A.J., *Canada, K.E., & Epperson, M.W. (2012). Responding to probationers with mental illness. *Federal Probation*, 72 (2).
- Khan, M.R., Rosen, D.L., Epperson, M.W., Goldberg, A., Hemberg, J., & Richardson, J. (2012). Adolescent criminal justice involvement and adulthood sexually transmitted infection in a nationally-representative U.S. sample. *Journal of Urban Health*, 90 (4), 717-728.
- Link, B.G., Epperson, M.W., Perron, B.E., Castille, D.M., & Yang, L.H. (2011). Arrest outcomes associated with outpatient commitment in New York State. *Psychiatric Services*, 62, 504-508.
- Perron, B., Bohnert, A.S.B., Monsell, S.E., Vaughn, M.G., Epperson, M.W., & Howard, M.O. (2011). Patterns and correlates of drug-related emergency department visits: Results from a national survey. *The American Journal of Emergency Medicine*, 29 (7), 704-710.
- Epperson, M.W., Khan, M.R., El-Bassel, N., Wu, E., & Gilbert, L. (2011). A longitudinal study of incarceration and HIV risk among methadone maintained men and their primary female partners. *AIDS and Behavior*, 15 (2), 347-355. DOI: 10.1007/s10461-009-9660-9. NIHMS197030.
- Khan, M.R., Epperson, M.W., Mateu-Gelabert, P., Bolyard, M., Sandoval, M., & Friedman, S.R. (2011). Incarceration, Sex with an STI/HIV-Infected Partner, and STI/HIV Infection Status in Bushwick, Brooklyn, NY: A Social Network Perspective. *American Journal of Public Health*, 101 (6), 1110-1117. DOI: 10.2105/AJPH.2009.184721.
- Ahmedani, B.K., Perron, B.E., Ilgen, M.A., Abdon, A., Vaughn, M.G., & Epperson, M.W. (2011). Suicide thoughts and attempts and psychiatric treatment utilization: Informing prevention strategies. *Psychiatric Services*, 63 (2), 186-189.
- Epperson, M.W., El-Bassel, N., Chang, M., & Gilbert, L. (2010). Examining the temporal relationship between criminal justice involvement and sexual risk behaviors among drug-involved men. *Journal of Urban Health*, 87 (2), 324-336. PMC2845839.

Epperson, M.W., Khan, M.R., Miller, D.P., Perron, B.E., El-Bassel, N., & Gilbert, L. (2010). Assessing criminal justice involvement as an indicator of human immunodeficiency virus risk among women in methadone treatment. *Journal of Substance Abuse Treatment*, 38 (4), 375-383. NIHMS185595.

Epperson, M.W., *Platais, I., Valera, P., Barbieri, R., Gilbert, L., & El-Bassel, N. (2009). Fear, trust, and negotiating safety: HIV risk contexts for Black women defendants. *Affilia: Journal of Women and Social Work*, 24 (3), 257-271. NIHMS197033.

Khan, M.R., Doherty, I.A., Schoenbach, V.J., Taylor, E.M., Epperson, M.W., & Adimora, A.A. (2009). Incarceration and high-risk sexual partnerships among men in the United States. *Journal of Urban Health*, 86 (4), 584-601. PMC2704271.

Valera, P., Epperson, M.W., Ramaswamy, M., Freudenberg, N., & Daniels, J. (2009). Substance use and HIV risk behaviors among young men involved in the criminal justice system. *American Journal of Drug and Alcohol Abuse*, 35 (1), 43-47. PMC2885853.

Epperson, M.W., El-Bassel, N., Gilbert, L., Orellana, E.R., & Chang, M. (2008). Increased HIV risk associated with criminal justice involvement among men on methadone. *AIDS and Behavior*, 12 (1), 51-57. NIHMS197050.

Epperson, M.W., & Schwalbe, C. (2006). Review of *Mental Health Screening and Assessment in Juvenile Justice*, edited by Thomas Grisso, Gina Vincent, and Daniel Seagrave. *Social Service Review*, 80 (4), 754-756.

Book Chapters (*Denotes student author)

Epperson, M.W., *Thompson, J.G., & Canada, K.E. (2013). Mental Health Courts. In C. Franklin (Ed.), *Encyclopedia of Social Work Online*. Oxford University Press. DOI: 10.1093/acrefore/9780199975839.013.983

Epperson, M.W., *Canada, K.E., & Lurigio, A.J. (2013). Mental health court: One approach for addressing the problems of persons with serious mental illnesses in the criminal justice system. In J.B. Helfgott (Ed.), *Criminal Psychology*. Westport, CT: Praeger Publishers.

Lurigio, A.J., *Canada, K.E., & Epperson, M.W. (2013). Crime victimization and mental illness. In R.C. Davis, A.J. Lurigio, & S. Herman (Eds.), *Victims of Crime (4th Ed.)*. Los Angeles, CA: Sage Publications.

Monographs, Reports, and Other Publications

Khan, M.R., & Epperson, M.W. (2012, May/June). Static interference: The social network disruption of incarceration and how HIV thrives on it. *Positively Aware*, 37.

Bouris, A., & Epperson, M.W. (2012, Summer). Answers to disparity: We need to learn how to address the disproportionate impact of HIV/AIDS on African Americans. *SSA Magazine*, 19 (2), 36.

Epperson, M.W., Wolff, N., Morgan, R.D., Fisher, W.H., Frueh, B.C., & Huening, J. (2011). The next generation of behavioral health and criminal justice interventions: Improving outcomes by

improving interventions. *Monograph Series*. New Brunswick, NJ: Center for Behavioral Health Services & Criminal Justice Research, Rutgers University.
http://cbhs-cjr.rutgers.edu/pdfs/The_next_generation_Monograph_Sept_2011.pdf

Epperson, M.W. (2010). Specialized probation services. *Intervention Fact Sheet Series*. New Brunswick, NJ: Center for Behavioral Health Services & Criminal Justice Research, Rutgers University. http://www.cbhs-cjr.rutgers.edu/pdfs/Specialized_Probation_IFS.pdf

Wolff, N., Epperson, M.W., & Fay, S. (2010). Mental health probation officers: Stopping justice involvement before incarceration. *Policy Brief Series*. New Brunswick, NJ: Center for Behavioral Health Services & Criminal Justice Research, Rutgers University.
http://www.cbhs-cjr.rutgers.edu/pdfs/Policy_Brief_Oct_2010.pdf

PROFESSIONAL PRESENTATIONS

Refereed Presentations

Epperson, M.W., Thompson, J.G. (2014, April). Paper: *Mental Health Treatment Coordination for Persons with Serious Mental Illnesses in Specialized and Standard Probation Programs*. 22nd National Institute of Mental Health Conference on Mental Health Services Research (MHSR), Bethesda, MD.

Epperson, M.W., Thompson, J.G., Lurigio, A., Kim, S. (2014, January). Paper: *Examining the Relationship between Probation Officers and Probationers with Serious Mental Illnesses in Specialized and Standard Programs*. Society for Social Work and Research 18th Annual Conference, San Antonio, TX.

Azhar, S., Berringer, K., Epperson, M.W. (2014, January). Paper: *A Meta-Analysis of HIV Prevention Interventions Targeting Women with Criminal Justice Involvement*. Society for Social Work and Research 18th Annual Conference, San Antonio, TX.

Epperson, M.W., Session Organizer. (2013, July). Session: *Specialized Interventions for Persons with Serious Mental Illnesses in the Criminal Justice System: Moving the Field Forward*. Presenters: Watson, A.C., Aldige Hiday, V., Draine, J., Angell, B., & Epperson, M.W. 33rd International Congress of Law and Mental Health, Amsterdam, Netherlands.

Epperson, M.W., Wolff, N., Morgan, R., Fisher, W., Frueh, B.C., Huening, J. (2013, July). Paper: *Envisioning the Next Generation of Behavioral Health and Criminal Justice Interventions*. 33rd International Congress of Law and Mental Health, Amsterdam, Netherlands.

Epperson, M.W., Canada, K.E., Thompson, J.G., & Lurigio, A.J. (2013, January). Paper: *Supervising Probationers with Serious Mental Illness: Perspectives from Probation Officers in Specialized and Standard Probation Models*. Society for Social Work and Research 17th Annual Conference, San Diego, CA.

Hunt, T., Epperson, M.W., Khan, M., Gilbert, L., Goddard, D., Sarfo, B., & El-Bassel, N. (2013, January). Paper: *The Promise of Multimedia Technology for STI/HIV Prevention*. Society for Social Work and Research 17th Annual Conference, San Diego, CA.

Epperson, M.W., panel organizer. (2012, November). Panel: *The 40th Anniversary of the Criminalization Hypothesis: Reflections on Criminal Justice and Mental Illness Interface*. Presenters:

- Abramson, M., Teplin, L., Hiday, V., Epperson, M.W., & Lurigio, A. The 68th Annual Meeting of the American Society of Criminology, Chicago, IL.
- Epperson, M.W. (2012, November). Paper: *The First Generation of Mental Health and Criminal Justice Interventions: A Systematic Response Informed by the Criminalization Hypothesis*. The 68th Annual Meeting of the American Society of Criminology, Chicago, IL.
- Epperson, M.W., El-Bassel, N., Gilbert, L., & Goddard, D. (2012, October). Paper: *Applying CBPR Principles to Shape a Multimedia HIV Prevention Intervention for Women in the Criminal Justice System*. The 140th Annual Meeting of the American Public Health Association, San Francisco, CA.
- Khan, M.R., Epperson, M.W., & Comfort, M. (2012, October). Poster: *Criminal Justice Involvement and HIV Risk Model: A Novel Conceptual Model That Describes the Influence of Arrest and Incarceration on STI/HIV Transmission*. The 140th Annual Meeting of the American Public Health Association, San Francisco, CA.
- El-Bassel, N., Gilbert, L., Wu, E., Chang, M., Goddard, D., Witte, S., & Epperson, M. (2012, July). Poster: *Prevalence and Correlates of HIV and STIs among Drug-involved Female Offenders Under Community Supervision in New York City*. XIX International AIDS Conference, Washington, D.C.
- Khan, M.R., Rosen, D., Epperson, M.W., Berger, A., & Smyrk, K. (2011, July). Poster: *Racial Differences in Associations between Adolescent Criminal Justice Involvement and Adulthood STI Risk*. International Society for STD Research, Quebec City, Canada.
- Epperson, M.W., Scheyett, A., Miller, D.P., & Parker, S. (2011, January). Symposium: *Research That Informs HIV Prevention Intervention Among Women in the Criminal Justice System*. M.W. Epperson: Symposium Organizer. Society for Social Work and Research 15th Annual Conference, Tampa, FL.
- Epperson, M.W., Goddard, D., Gilbert, L., & El-Bassel, N. (2011, January). *How Community Consultants Shaped an HIV Prevention Intervention for Criminal Justice-Involved Women*. Society for Social Work and Research 15th Annual Conference, Tampa, FL.
- Miller, D.P., Epperson, M.W., Khan, M.R., Perron, B., Gilbert, L., & El-Bassel, N. (2011, January). *Assessing Criminal Justice Involvement as an Indicator of HIV Risk Among Drug-involved Women*. Society for Social Work and Research 15th Annual Conference, Tampa, FL.
- Manuel, J.I., & Epperson, M.W. (2011, January). *Social Networks and Their Role in Facilitating Formal and Informal Mental Health Service Use*. Society for Social Work and Research 15th Annual Meeting, Tampa, FL.
- Khan, M.R., Berger, A.B., & Epperson, M.W. (2010, November). Paper: *Elevated Sexually Transmitted Infection Risk Associated with Criminal Justice Involvement in the U.S.* Annual Meeting of the American Public Health Association, Denver, CO.
- Epperson, M.W., & Link, B.L. (2010, January). Paper: *Does Assisted Outpatient Treatment (AOT) Affect Arrest Rates for Persons with Severe and Persistent Mental Illness?* Society for Social Work and Research 14th Annual Conference, San Francisco, CA.
- Tripodi, S.J., Pettus-Davis, C., Bender, K., & Vaughn, M. (2010, January) Symposium: *From Prevention to Reentry: Understanding Predictors of Crime and Desistance from Criminal Behavior*. M.W. Epperson: Discussant.

Epperson, M. W., Tripodi, S., Pettus-Davis, C., Scheyett, A., & McCarter, S. (2009, November). Panel: *Criminal Justice Content in SW Education: Where We Are, Where We're Going*. Council on Social Work Education 55th Annual Meeting, San Antonio, TX. **M. W. Epperson:** Panel organizer.

Epperson, M. W., Roberts, L.E., Tripodi, S., Ivanoff, A., & Gilmer, C. (2009, November). Paper: *Criminal Justice Coursework, Specialization, and Joint Degree Offerings in Accredited MSW Programs*. Council on Social Work Education 55th Annual Meeting, San Antonio, TX.

Tripodi, S.J., Epperson, M. W., Knippel, D., & Lacasse, J. (2009, November). Paper: *Are we preparing students for criminal justice field placements and careers? A descriptive analysis of criminal justice courses and field placements in the top 100 Accredited MSW programs*. Council on Social Work Education 55th Annual Meeting, San Antonio, TX.

Roberts, L.R., Epperson, M. W., & Tripodi, S.J. (2009, October). Paper: *Criminal Justice Content in Social Work Education*. New York State Social Work Education Association 42nd Annual Conference, Saratoga Springs, NY.

Epperson, M. W., Khan, M., Blankenship, K., & Behrend, L. (2009, May). Symposium: *Exploring the Effect of Incarceration on Intimate Partnerships and HIV Risk*. Society for Prevention Research 17th Annual Meeting, Washington, DC. **M. W. Epperson:** Symposium organizer.

Epperson, M. W. (2009, May). Paper: *Examining Mutual Influence: Couple-level Incarceration and HIV Risk for Drug-involved Men and their Primary Female Partners*. Society for Prevention Research 17th Annual Meeting, Washington, DC.

Epperson, M. W. (2009, April). Poster: *Criminal Justice Involvement and subsequent sexual HIV risk behavior: A longitudinal study of men in drug treatment*. The Johns Hopkins Bloomberg School of Public Health – 3rd Annual Conference for the Dissemination of Student Research on Addictions, Infectious Disease, and Public Health, Baltimore, MD.

Epperson, M. W., Blankenship, K., Khan, M., & Valera, P. (2009, January). Symposium: *Criminal Justice Involvement and HIV Risk among Men: Implications for HIV Prevention*. Society for Social Work and Research 13th Annual Conference, New Orleans, LA. **M. W. Epperson:** Symposium organizer and discussant.

Epperson, M. W. (2009, January). Paper: *Does Criminal Justice Involvement Influence Subsequent Sexual HIV Risk for Substance Abusing Men?* Society for Social Work and Research 13th Annual Conference, New Orleans, LA.

Valera, P., Epperson, M. W., Ramaswamy, M., Freudenberg, N., & Daniels, J. (2009, January). Paper: *The Association between Substance Use and Sexual HIV Risk Behaviors among Young Incarcerated Men*. Society for Social Work and Research 13th Annual Conference, New Orleans, LA.

Epperson, M. W. (2008, October). Paper: *Developing a Criminal Justice / Social Work Interface Course in a MSW Program*. Council on Social Work Education 54th Annual Meeting, Philadelphia, PA.

Valera, P., Epperson, M. W., Ramaswamy, M., Freudenberg, N., & Daniels, J. (2008, October). Poster: *Substance Use and Sexual HIV Risk Behaviors among Young Men who have been Incarcerated*. The 136th Annual Meeting of the American Public Health Association, San Diego, CA.

Epperson, M.W., Miller, D., Khan, M., El-Bassel, N., & Gilbert, L. (2008, August). Poster: *The Impact of Criminal Justice Involvement on Subsequent HIV Risk Behaviors for Women on Methadone*. XVII International AIDS Conference, Mexico City, Mexico.

Epperson, M.W., Valera, P., Daniels, J., Freudenberg, N., & Ramaswamy, M. (2008, August). Poster: *Substance Use and Sexual HIV Risk Behaviors among Incarcerated Adolescent Males*. XVII International AIDS Conference, Mexico City, Mexico.

Khan, M.R., Doherty, I.A., Schoenbach, V.J., Taylor, E.M., **Epperson, M.W.**, & Adimora, A.A. (2008, May). Paper: *Incarceration and High-Risk Sexual Partnerships among Men in the United States*. British Association for Sexual Health and HIV/American Sexually Transmitted Disease Association 3rd Joint Conference, Brooklyn, NY.

Epperson, M.W., El-Bassel, N., & Gilbert, L. (2008, April). Poster: *Criminal Justice Involvement and Associated HIV Risk among Men on Methadone*. 2nd Annual Conference for the Dissemination of Student Research, Johns Hopkins Bloomberg School of Public Health, Baltimore, MD.

Epperson, M.W., El-Bassel, N., & Gilbert, L. (2008, January). Paper: *Criminal Justice Involvement and HIV Risk among Men on Methadone: Implications for HIV Prevention*. Society for Social Work and Research 12th Annual Conference, Washington, DC.

Orellana, E.R., El-Bassel, N., Gilbert, L., Wu, E., & **Epperson, M.W.** (2008, January). Paper: *Childhood Sexual Abuse and Sex Trading among Men in Methadone Treatment: Implications for HIV Prevention*. Society for Social Work and Research 12th Annual Conference, Washington DC.

Epperson, M.W., & El-Bassel, N. (2007, November). Poster: *Criminal Justice Involvement and Associated HIV Risk Among Men on Methadone*. The 135th Annual Meeting of the American Public Health Association, Washington DC.

Christ, G.H., & **Epperson, M.W.** (2007, May). Paper: *Longer Term Recovery Tasks of Bereaved Widows and their Children: A Five Year Prospective Study*. 23rd Association of Oncology Social Work Annual Conference, Portland, OR.

Orellana, E.R., El-Bassel, N., Gilbert, L., & **Epperson, M.W.** (2006, November). Paper: *Sex trading and HIV risk among men in methadone maintenance treatment*. The 134th Annual Meeting of the American Public Health Association, Boston, MA.

Invited Presentations

Epperson, M.W., (2014, April). Lecture: *Persons with Serious Mental Illnesses in the Criminal Justice System: What Can be Done to Reduce the Disparity?* Prison Justice Project Forum, University of Illinois at Urbana-Champaign.

Epperson, M.W., Reyes, J., Geller, M., Lowery, A. (2013, November). Panel: *Beyond the Penitentiary: Community Supervision and Probation*. Dialogues: Students at the Intersection of Social Work and Criminal Justice, University of Chicago, Chicago, IL.

Epperson, M.W. (2013, April). Presentation: *Walking the Line: Probation Officer Perspectives on Supervising Individuals with Serious Mental Illnesses*. Doctoral Theory Workshop: University of Chicago School of Social Service Administration, Chicago, IL.

Epperson, M. W. (2012, November). Presentation: *Listening to the Voices of Women in the Criminal Justice System: Structural Considerations for HIV Prevention*. SHINE Annual Conference, Chicago, IL.

Epperson, M. W. (2012, April). Presentation: *Specialized Criminal Justice Interventions for People with Mental Illnesses*. Symposium on Mental Health and Criminal Justice in Cook County: Current Issues and Programs, Loyola University, Chicago, IL.

Epperson, M. W. (2012, March). Presentation: *Exploring the Interface of Criminal Justice and Social Work*. Jane Addams Forum: Brother Lawrence Porretta Memorial Lecture, Lewis University, Romeoville, IL.

Epperson, M. W. (2012, February). Presentation: *The Intersection of Race and HIV/AIDS: Implications for Black Women in the Criminal Justice System*. Indiana Wesleyan University, Urban Field Experience, Chicago, IL.

Epperson, M. W. (2012, 2013 January). Presentation: *What is Direct Social Work Practice?* University of Chicago School of Social Service Administration, Chicago, IL.

Epperson, M. W. (2011, May). Presentation: *The Promise of Multimedia Technology for HIV/STI Prevention*. Doctoral Theory Workshop: University of Chicago School of Social Service Administration, Chicago, IL.

Epperson, M. W. (2011, April). Presentation: *Motivational Interviewing and Mental Illnesses*. New Jersey Administrative Office of the Courts, Probation Services Division, New Brunswick, NJ.

Invited Trainings and Workshops

Epperson, M. W. & Varalli, D. (2011, September). Training: *Motivational Interviewing with High Risk Probation Caseload*. New Jersey Administrative Office of the Courts, Probation Services Division, New Brunswick, NJ.

Epperson, M. W. & Varalli, D. (2011, September). Training: *Basic and Advanced Motivational Interviewing Skills in Probation Officers with Specialized Mental Health Caseload*. New Jersey Administrative Office of the Courts, Probation Services Division, New Brunswick, NJ.

Epperson, M. W. (2011, April). Workshop: *Exploring the Interface of Social Work and Criminal Justice*. Professional Development Program, School of Social Service Administration, University of Chicago.

Epperson, M. W. (2011, February). Training: *Considering Motivational Interviewing for the New Jersey Probation – Specialized Mental Health Caseload*. New Jersey Administrative Office of the Courts, Probation Services Division, Trenton, NJ.

Epperson, M. W. (2010, 2011, 2012, 2013 October). Field Readiness Seminar: *Crisis Intervention*. School of Social Service Administration, University of Chicago.

TEACHING EXPERIENCE

Courses Taught

- 2011-present Criminal Justice and Social Work Interface
School of Social Service Administration, University of Chicago
- 2010-present Social Intervention: Direct Practice (a two-quarter course)
School of Social Service Administration, University of Chicago
- 2011 Independent Study: Criminal Justice Content in Social Work Education
School of Social Service Administration, University of Chicago
- 2008-2009 Criminal Justice / Social Work Interface
Columbia University School of Social Work
- 2007 Clinical Practice Evaluation
Columbia University School of Social Work
- 2007-2008 Quantitative Methods for Social Workers (*Teaching Assistant*)
Columbia University School of Social Work
- 2007 Evidence Based Practice for Serious Mental Health Conditions (*Teaching Assistant*)
Columbia University School of Social Work
- 2003 Substance Abuse Practice
Social Work Program, Cornerstone University

Dissertation Committees and Graduate Student Mentorship

- 2014 *Reactor*, Colleen Cary Katz, dissertation: "Investigating the Cycle of Violence: The Role of Attachment Style in the Relationship Between Child Maltreatment and Intimate Partner Violence"
- 2013 *Reactor*, Alana Gunn, dissertation: "Stigma Management and Social Support in the Lives of Formerly Incarcerated Mothers"
- 2013 *Reactor*, Colleen Cary Katz, dissertation proposal hearing
- 2013 *Faculty Mentor*, Kathryn Berringer, Chicago Area Schweitzer Fellows Program
- 2012 *Reactor*, Kelli Canada, dissertation: "Serious Mental Illnesses and Treatment: Perspectives from Mental Health Court Participants"
- 2011 *Reactor*, Alana Gunn, dissertation proposal hearing
- 2011 *Faculty Mentor*, Ryan Heath, Chicago Area Schweitzer Fellows Program

LEADERSHIP AND SERVICE

Service: University of Chicago, School of Social Service Administration

- 2012-present Faculty Advisor, SSA Student Group: *Dialogues – Students at the Intersection of Social Work and Criminal Justice*
- 2012-present Member, Professional Development Program and Continuing Education Committee
- 2010-present Member, SSA/Chapin Hall Institutional Review Board
- 2010-2012 Member, SSA AM Admissions Committee

Editorial Board Positions

- 2012-present *Research on Social Work Practice*
- 2010-present *Social Service Review*

Journal Review

- 2012-present *Journal of the American Medical Association*
- 2012-present *International Journal of Law & Psychiatry*
- 2011-present *American Journal of Public Health*
- 2011-present *Psychiatric Services*
- 2010-present *Journal of Substance Abuse Treatment*
- 2010-present *Social Service Review*
- 2007-present *AIDS and Behavior*
- 2006-present *Research on Social Work Practice*
- 2011 *Sexually Transmitted Infections*
- 2010 *HIV/AIDS and Social Services*
- 2009 *Journal of Criminal Justice*
- 2007 *Alcohol Treatment Quarterly*

Conference and Other Scientific Review

- 2013 Curriculum Reviewer – “Fostering Desistance through Effective Supervision,” National Institute of Corrections
- 2011 External Grant Report Reviewer, National Institute of Justice
- 2011-present Abstract Reviewer, Society for Social Work and Research Annual Conference

Professional Leadership and Service

- 2009-present Co-Founder and Administrator: *Social Work & Criminal Justice*: www.sw-cj.org
- 2011-present Ambassador, National Institutes of Health
Loan Repayment Programs Ambassador Network
- 2009-2010 Faculty Field Mentor, Alexis Jemal, MSW Field Education Department
Rutgers University School of Social Work
- 2005-2008 Co-Founder, *Doctoral Practice Forum*, Columbia University School of Social Work
- 2006, 2007 Facilitator, MSW Orientation, Columbia University School of Social Work
“Self-Awareness in a Multicultural World”
- 2005-2007 Application review, MSW Admissions Committee, Columbia University
School of Social Work
- 2000-2004 Coordinator, Kent County Community Crisis Response Team, Grand Rapids, MI

CLINICAL AND ADMINISTRATIVE SOCIAL WORK EXPERIENCE

- 2004-2005 *Care Management Chief*. Pitt County Mental Health/LME, Greenville, NC
Member of the management team of a regional community mental health center.
Directed care management unit: access and emergency services, utilization
management. Managed a yearly budget of \$650,000 and \$10 million in behavioral
health service authorizations
- 2004-2005 *Home Study Consultant*. Nathanson Adoption Services, Charlotte, NC
- 1997-2004 *Jail Diversion Coordinator/Mental Health Clinician*: Community Mental Health
And Substance Abuse Network of West Michigan, Grand Rapids, MI
Developed and implemented a jail diversion program for persons with mental
illnesses. Crisis management and mental health assessments in a correctional facility
and alternative sentencing assessments for drug court candidates.
- 1996-1997 *Dual Diagnosis Clinician*: The Buckeye Ranch, Columbus OH
- 1996 *Social Worker*. St. Claire County Day Treatment, Port Huron, MI
- 1993-1996 *Therapist*. Wedgwood Christian Family Services, Grand Rapids, MI
- 1995-1996 *Therapist (MSW Intern)*: Child & Family Services, Muskegon, MI
- 1992-1993 *Juvenile Counselor*. Rainbow Youth & Family Services, Alpena, MI
- 1992 *Wilderness Counselor (B.S. Intern)*: Eagle Village, Inc., Hersey, MI

HONORS AND AWARDS

- 2013-2014 Health Disparities Loan Repayment Award, National Institutes of Health
- 2009-2011 Health Disparities Loan Repayment Award, National Institutes of Health
- 2010 Early Career Social Work Research Scholarship, National Institute on Drug Abuse
Blending Conference
- 2009 Honorable Mention: Outstanding Dissertation Award, Society for Social Work and
Research
- 2008 Ph.D. awarded with distinction, School of Social Work, Columbia University
- 2006-2007 Graduate Research Assistantship, School of Social Work, Columbia University
- 2005-2008 Doctoral Program Fellowship, School of Social Work, Columbia University
- 2005 University Distinguished Fellowship (declined), Michigan State University

PROFESSIONAL MEMBERSHIP

American Society of Criminology
International Academy of Law and Mental Health
International AIDS Society
American Public Health Association
Society for Social Work and Research
Council on Social Work Education
Society for Prevention Research
National Association of Social Workers

EXHIBIT 2

CERTIFICATION FOR CONSULTING OR AUDITING SERVICES

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

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

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

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

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

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

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

SECTION 1: CONTRACTOR’S INFORMATION

COMPANY NAME: Epperson Consulting
ADDRESS: 1029 Douglas Ave, Flossmoor, IL 60422
TELEPHONE: 773-633-1169
CONTACT NAME: Matt Epperson
CONTACT EMAIL: MWEPPERSON@gmail.com

SECTION 2: AFFILIATE INFORMATION

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

NA

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: 143-13969
- b. The Contractor is providing the following type of Services: [] Auditing or [] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:

*Evaluation Services -
Access to Community-Based
Treatment
Court*

Office of the Chief Judge

- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts? [] Yes or [] No.
If yes, please state the other Contract Number(s) and the Nature of Services.

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a)-(b) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 of the Procurement Code.

The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.

Matthew W. Epperson
Signature

Matthew W. Epperson
Name (Type or Print)

Owner, Epperson Consulting
Title

11/6/14
Date

EXHIBIT 3

INTERAGENCY AGREEMENT - ADULT REDEPLOY ILLINOIS

**INTERAGENCY AGREEMENT
ADULT REDEPLOY ILLINOIS**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the Cook County on behalf of the Circuit Court of Cook County, hereinafter referred to as the "Implementing Agency," with its principal offices at 118 N. Clark Street, RM 537 Chicago, Illinois 60602-1311, for implementation of the Cook County Adult Redeploy Illinois (ACT) Program.

WHEREAS, pursuant to the Crime Reduction Act which provides financial incentives to local jurisdictions for programs that allow diversion of non-violent offenders from state prisons by providing community-based services through the Adult Redeploy Illinois (ARI);

WHEREAS, the General Assembly as obligated funds for the ARI program to provides financial incentives to local jurisdictions through the Authority on behalf of the Adult Redeploy Illinois Oversight Board;

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Non-Federal Funds," (20 Illinois Administrative Code 1560 et seq.); and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas;

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 1, 2014 through June 30, 2015.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the

expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Subject to the terms of Section 8 the maximum amount of ARI funds payable under this agreement is \$915,100.00 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of ARI funds into a bank account in the name of the Implementing Agency. ARI funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line items per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the ARI funds for each award are accounted for separately.

SECTION 5. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 6. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 7. NON-SUPLANTATION

The Implementing Agency certifies that ARI funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that ARI funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 8. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- and any other reports specified by the Authority.

In addition, the Implementing Agency shall submit fiscal reports to the Authority on a monthly basis, by the 10th day of each month following the previous month.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Authority's request for information related to an evaluation of program. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall

be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. INSPECTION AND AUDIT

If the Implementing Agency is required either by federal or state law or regulation to have an audit performed, then the Implementing Agency shall provide copies of such audits to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

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

SECTION 12. CLOSEOUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

SECTION 13. PROCUREMENT STANDARDS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practicable, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Implementing Agencies may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with ARI funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550).

If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

SECTION 14. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of ARI funds is subject to Authority approval. As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with Neighborhood Recovery Initiative funds for Authority review and approval, to assure adherence to applicable guidelines.

If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor

SECTION 15. SUB-GRANTING

Any sub-grant for work or professional services for providing direct services to ARI program participants subcontracted for shall be specified by written grant contract in a form provided by the Authority and shall be subject to all terms and conditions contained in this agreement. If the use of sub-grantees is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all sub-grantees adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any sub-grantees

The Implementing Agency shall enter into, manage, and monitor all sub-grants including maintaining a system for subcontractors to report fiscal and program activities. Approval of the use of sub-grants by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 16. NONDISCRIMINATION

The Implementing Agency agrees that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment or denied access to services, programs, or activities funded under this agreement on the basis of race, color, age, religion, national origin, physical or mental handicap not related to ability, unfavorable discharge from military service, or sex. The Implementing Entity agrees to have

written sexual harassment policies which satisfy the requirements set forth in Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The Implementing Entity also assures, when applicable, compliance with all federal and state laws and regulations, including, but not limited to:

- Title VII of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Americans With Disabilities Act of 1990;
- The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, subparts C,D,E, and G;
- The Illinois Human Rights Act, (775 ILCS 5);
- The Illinois Environmental Barriers Act, (410 ILCS 25); and
- The Discriminatory Club Dues Act (775 ILCS 25)

SECTION 17. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Entity solicits or intends to solicit for employment any of the Authority's employees during the term of this agreement.

SECTION 18. CERTIFICATION REGARDING DEBARMENT

Implementing Agency certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4).

SECTION 19. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 20. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an

agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 21. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 22. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with ARI funds, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with funding under this agreement, and (2) the dollar amount of funding under this agreement for the project or program.

SECTION 23. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

SECTION 24. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with ARI funds , no later than 60 days prior to its printing.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 25. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: Cook County

Taxpayer Identification Number:

Employer Identification Number 36-6006541

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or healthcare services | <input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services |

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all ARI grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 31. REPORTING GRANT IRREGULARITIES

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

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

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

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 32. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds t or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 33. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Entity certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 34. SEXUAL HARASSMENT POLICIES

The Implementing Agency agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Implementing Agency's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 35. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use ARI funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 36. TRANSPARENCY ACT COMPLIANCE

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

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

Implementing Agency's DUNS Number: 005525829

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: 5/6/2015

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

Implementing Agency's CAGE Code: 49W76

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

SECTION 37. PENALTY FOR FAILURE TO DIVERT

Under the Adult Redeploy Illinois enabling statute, any Implementing Agency not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIOB) has set the maximum penalty at one half the marginal cost of incarceration (current maximum penalty is \$2,500). The amount of the penalty assessed will be left to the discretion of the ARIOB but the Board shall take into consideration factors affecting the Implementing Agency's ability to meet the required reduction, including whether the failure to meet the reduction was beyond the control of the jurisdiction or other extenuating or mitigating circumstances.

SECTION 38. EXPENDITURE EVALUATION

The Authority shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Authority, at its sole discretion, may reduce the grant award by an

amount it deems appropriate.

SECTION 39. CORRECTIVE ACTION PLAN FOR SITES AT RISK OF NOT MEETING REDUCTION GOALS

At the end of each quarter, staff from the site and the Department administering the Adult Redeploy Illinois grant will (1) do a formal review of the number of individuals diverted from the Illinois Department of Corrections (using the site's and IDOC's data) and (2) assess whether the number conforms with the site's approved plan in order to achieve the annual 25% reduction included in the plan.

If either site or the state agency administering staff believes that it will not, they shall bring the issue to the next meeting of the Oversight Board (or within the first month of the next quarter, whichever is sooner) with a plan for remediation, designed to avert a penalty charge to the site. The site may choose to send its representatives to the Board meeting to explain the plan, and the Board shall act on the plan immediately upon its receipt.

Should the Board not accept the plan, the site will have the opportunity to modify the plan or withdraw from the program by the next Board meeting (or the second month of the quarter, whichever is sooner). Should the site accept the corrective action plan, the plan shall include a schedule for reporting on the progress of the plan, with regular reports at least once a quarter to the Board, until such time as the Board agrees that the corrective action plan has been successfully implemented.

SECTION 40. BEHAVIORAL HEALTH AND JUSTICE INFORMATION DATABASE

The Implementing Agency understands that the Department of Human Services, Division of Mental Health (DMH) is developing a behavioral health and justice information database that will facilitate a continuum of care for specialty court/problem solving clients throughout Illinois. In furtherance of this goal, the Implementing Agency agrees to allow the Authority to share information with DMH which is collected pursuant to this agreement, in compliance with all applicable federal and state laws, rules and regulations.

SECTION 41. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

Jack Cutrone
Executive Director
Illinois Criminal Justice Information Authority

Date

I, Toni Preckwinkle, President, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #195052 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #195052, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Toni Preckwinkle
President
Board of Commissioners Cook County

Date

I, Ivan Samstein, Chief Financial Officer, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #195052 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #195052, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Ivan Samstein
Chief Financial Officer
Cook County

Date

I, Timothy C. Evans, Chief Judge, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #195052 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #195052, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Timothy C. Evans
Chief Judge
Circuit Court of Cook County

Date

EXHIBIT 4

CERTIFICATE OF INSURANCE

(WAIVER GRANTED)

ECONOMIC DISCLOSURE STATEMENT
**ECONOMIC DISCLOSURE STATEMENT
 AND EXECUTION DOCUMENT
 INDEX**

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

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.

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

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

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

ECONOMIC DISCLOSURE STATEMENT

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

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

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

MBE/WBE Firm: _____

NA Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

NA

M/WBE Firm: NA Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

City/State: _____ Zip: _____ FEIN #: _____

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ Contract #: _____

Participation: _____ Direct _____ Indirect

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

No _____ Yes _____ If "Yes", please attach explanation. Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me
this ____ day of _____, 20____.

Subscribed and sworn before me
this ____ day of _____, 20____.

Notary Public _____

Notary Public _____

SEAL

SEAL

ECONOMIC DISCLOSURE STATEMENT

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

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

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

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

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain) *We will not be acquiring additional assistance in fulfilling this contract.*

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:

NA _____ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

_____ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)

_____ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)

_____ (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)

_____ (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

D. OTHER RELEVANT INFORMATION:

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

ECONOMIC DISCLOSURE STATEMENTCERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

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 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address	NA
<hr/>		
<hr/>		
<hr/>		

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

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

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

Yes _____ No

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

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

Yes _____ No _____

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

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

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

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):

31-01-418-005-0000
31-01-418-006-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Matthew W. Epperson D/B/A: Epperson Consulting EIN NO.: 375-76-3541

Street Address: 1029 Douglas Ave

City: Flossmoor State: IL Zip Code: 60422

Phone No.: 773-633-1169

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
NA		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

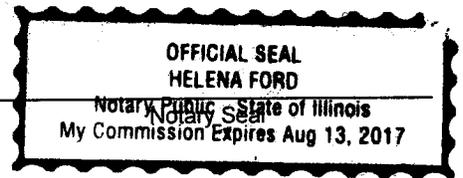
Matthew W. Epperson
Name of Authorized Applicant/Holder Representative (please print or type)
Matt W. Epperson
Signature
Mwepperson@gmail.com
E-mail address

Sole Proprietor / Owner
Title
9/8/14
Date
773-633-1169
Phone Number

Subscribed to and sworn before me this 8th day of Sept, 2014.

x Helena Ford
Notary Public Signature

My commission expires: Aug 13, 2017



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.

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: Matthew W Epperson Title: Owner

Business Entity Name: Epperson Consulting Phone: 773-633-1169

Business Entity Address: 1029 Douglas Ave, Flossmoor, IL 60422

NA 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. <u>None</u>		
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

Matthew W Epperson 9/8/14
Owner/Employee's Signature Date

Subscribe and sworn before me this 8th Day of September, 20 14

a Notary Public in and for COOK County

Helena Ford
(Signature)

NOTARY PUBLIC SEAL **OFFICIAL SEAL
HELENA FORD
Notary Public - State of Illinois
My Commission Expires Aug 13, 2017** My Commission expires Aug 13, 2017

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: Epperson Consulting

BUSINESS ADDRESS: 1029 Douglas Ave
Flussmoor, IL 60422

BUSINESS TELEPHONE: 773-633-1169 FAX NUMBER: _____

FEIN/SSN: 375-76-3541

COOK COUNTY BUSINESS REGISTRATION NUMBER: D14138859

SOLE PROPRIETOR'S SIGNATURE: *MAT W Epperson*

PRINT NAME: Matthew W. Epperson

DATE: 9/8/14

Subscribed to and sworn before me this
8th day of September, 2014

x *Helena Ford*
Notary Public Signature

My commission expires: Aug 13, 2017



ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 7)

NA

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 8)

NA

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 9)

NA

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: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: _____ VICE PRESIDENT: _____

SECRETARY: _____ TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed to and sworn before me
this ____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

Sam E. Mc

COOK COUNTY CHIEF PROCUREMENT OFFICER

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

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

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

1453-13969

OR

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

TOTAL AMOUNT OF CONTRACT: \$

35,000⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)