

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1453-13604D

**VIOLENCE PREVENTION, INTERVENTION AND REDUCTION
DEMONSTRATION GRANTS**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY JUSTICE ADVISORY COUNCIL

AND

**YOUTH NETWORK COUNCIL, d/b/a
ILLINOIS COLLABORATION ON YOUTH
(ICOY)**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

SEP 10 2014

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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	3
ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR	3
a) Scope of Services.....	3
b) Deliverables	3
c) Standard of Performance	4
d) Personnel	4
e) Minority and Women's Business Enterprises Commitment	5
f) Insurance	6
g) Indemnification.....	8
h) Confidentiality and Ownership of Documents	9
i) Patents, Copyrights and Licenses.....	9
j) Examination of Records and Audits.....	10
k) Subcontracting or Assignment of Contract or Contract Funds.....	11
ARTICLE 4: TERM OF PERFORMANCE.....	13
a) Term of Performance	13
b) Timeliness of Performance	13
c) Agreement Extension Option.....	13
ARTICLE 5: COMPENSATION	13
a) Basis of Payment	13
b) Method of Payment	14
c) Funding	14
d) Non-Appropriation	14
e) Taxes.....	14
f) Price Reduction	15
g) Contractor Credits.....	15
ARTICLE 6: DISPUTES	15
ARTICLE 7: COMPLIANCE WITH ALL LAWS	16

ARTICLE 8: SPECIAL CONDITIONS.....	16
a) Warranties and Representations.....	16
b) Ethics	17
c) Joint and Several Liability	17
d) Business Documents.....	17
e) Conflicts of Interest	18
f) Non-Liability of Public Officials	19

ARTICLE 9: EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET.....	19
a) Events of Default Defined	19
b) Remedies	20
c) Early Termination	22
d) Suspension.....	23
e) Right to Offset	23
f.) Delays.....	23
g.) Prepaid Fees.....	24

ARTICLE 10: GENERAL CONDITIONS	24
a) Entire Agreement.....	24
b) Counterparts.....	25
c) Modifications and Amendments	25
d) Governing Law and Jurisdiction.....	26
e) Severability	26
f) Assigns	26
g) Cooperation	26
h) Waiver	27
i) Independent Contractor	27
j) Governmental Joint Purchasing Agreement.....	27

ARTICLE 11: NOTICES.....	28
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ARTICLE 12: AUTHORITY	28
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Economic Disclosure Statement
Signature Pages

List of Exhibits

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

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Youth Network Council, d/b/a Illinois Collaboration on Youth (ICOY), doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

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

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

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

TERMS AND CONDITIONS

ARTICLE 1: INCORPORATION OF BACKGROUND

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

ARTICLE 2: DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

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

c) **Incorporation of Exhibits**

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

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

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) **Scope of Services**

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

b) **Deliverables**

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

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

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

f) Insurance

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

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

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

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

Coverages

i) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of:
 - \$500,000 each Accident
 - \$500,000 each Employee
 - \$500,000 Policy Limit for Disease

ii) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

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

iii) **Commercial Automobile Liability Insurance**

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

iv) **Professional Liability**

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

Additional requirements

i) **Additional Insured**

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

ii) **Qualification of Insurers**

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

iii) **Insurance Notices**

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

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

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

iv) **Waiver of Subrogation Endorsements**

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

g) **Indemnification**

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

l) Professional Social Services

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

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

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Chief Procurement Officer and its term shall begin on October 1, 2014 ("**Effective Date**") and continues until September 30, 2015, or until this Agreement is terminated in accordance with its terms.

b) Timeliness of Performance

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

c) Agreement Extension Option

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

ARTICLE 5: COMPENSATION

a) Basis of Payment

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

b) Method of Payment

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

c) Funding

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

d) Non-Appropriation

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

e) Taxes

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

f) Price Reduction

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

g) Contractor Credits

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

ARTICLE 6: DISPUTES

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

ARTICLE 7: COMPLIANCE WITH ALL LAWS

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

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

ARTICLE 8: SPECIAL CONDITIONS

a) Warranties and Representations

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

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

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

b) Ethics

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

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

b) Remedies

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

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

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

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

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

c) Early Termination

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

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

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

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

d) Suspension

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

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

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

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

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

f) Delays

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

g.) Prepaid Fees

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

ARTICLE 10: GENERAL CONDITIONS

a) Entire Agreement

i) General

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

ii) No Collateral Agreements

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

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Modifications and Amendments**

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

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

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

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section 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

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

h) Waiver

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

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

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 11: NOTICES

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

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

and

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

If to Contractor: Youth Network Council, d/b/a Illinois Collaboration on Youth (ICOY)
111 East Wacker Drive, Suite 325
Chicago, Illinois 60601
Attention: Andrea Durbin, Chief Executive Officer

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

ARTICLE 12: AUTHORITY

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

EXHIBIT 1

Scope of Services

EXHIBIT 1

Scope of Services**Purpose**

The Contractor's primary responsibility will be to provide services and/or programs in one or more of the targeted areas of behavioral health, education, skill building, community building, balanced and restorative justice, civic engagement, youth engagement, employment, or mentoring. The Contractor will define the number of individuals that it intends to serve.

Program Methodology

The Contractor must understand the impact of violence on victims, perpetrators, people who are both victims and perpetrators, families, and the community as whole and the intersection between environment, criminal justice, education, employment, interpersonal and intrapersonal skills, community involvement, and violence and the challenges for obtaining services and meaningful programming in the community.

The proposed model shall be based on an integrated team approach (this may include staff cooperation and communication, community collaboration, multiple service provider collaboration, etc.) and be adaptable and based on current realities. The proposed model shall specifically recognize and assess the roles of: history of trauma and violence; co-occurring disorders; family relationships; parenthood; peer supports; community stability and socialization; connectedness with societal values; education; income and employment; and ancillary services. Programs should utilize a strength and asset-based, motivational approach to treatment and skill building and selection of staff that have embraced this approach.

Programming shall focus on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes through job training, mentoring, balanced and restorative justice practices or other needed services. All with the overarching goal of reducing factors that put the individual at a higher risk of violence involvement. The goal should be to build off of these individual services to strengthen communities and reduce violence.

The Contractor shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values. All programs shall work to reduce risk factors for violence and improve outcomes. Strategies may include cognitive-behavioral strategies that promote critical thinking and healthy decision-making. The overall focus shall be on enhancing participants' functioning and behavior, developing skills for living a productive life within the community and engaging in behaviors that contribute to positive outcomes in society.

The Contractor shall offer a safe, supportive and encouraging environment that encourages trust, bonding, and connection. Staff selection should take into account the population being served with consideration to parity, economic challenges and cultural values. The JAC expects equitable treatment by staff towards all participants throughout their course of treatment.

Project Component

The Contractor shall provide creative, but evidence based and promising model approaches to reducing violence. The expectation is that programs will provide innovative programming in a community friendly manner. The program shall maintain continuous focus on planning and implementation of services that support individuals and communities and shall work collaboratively with the initiatives that support services to reduce violence.

The Contractor shall be required to ensure confidentiality and shall agree that all information about its work and the work performed by the JAC shall remain confidential. This includes, and is not limited to, all information about the programs supplied to the Contractor by the JAC and the County.

Record Keeping Procedure

The JAC requires the Contractor to create and retain participant files service plans and records, when applicable. The participant record information shall include the participants' names, addresses and services provided.

Proposal Requirements

Contractor shall provide the following information, and each section should include at a minimum the following information:

- **Description of Problem**
Contractor shall provide a description of the problem that includes the prevalence of violence within the geographic area in which your organization hopes to serve, and the types of violence that are prominent in this geographic area.
- **Description of Target Population**
Contractor shall provide a description of the target population, including a demographic and geographic description of the target population to be served, along with an explanation as to why this population is at risk of being involved in violence.
- **Program Implementation Plan & Implementation Schedule**
Contractor shall provide a detailed description of the proposed scope of work, implementation plan & implementation schedule designed to increase agency/organizational capacity and any new services provided. Contractor shall clearly describe the intervention(s) and service supports proposed for this grant opportunity, and provide a clear program schedule that specifically outlines the amount of time (and frequency) devoted to program activities. This plan shall explain how the program implementation schedule will be supported by and executed by appropriate staffing.

- **Expected Outcomes**

Contractor shall provide the programs expected outcomes, including program outcomes that will be achieved by the target population, and how the organization will measure these outcomes.

- **Planning & Preparation Activities**

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

Executive Summary

The Illinois Collaboration on Youth (ICOY) Violence Reduction Program will provide significant capacity building in evidence-informed trauma youth services to agencies in Cook County. ICOY will provide training, consultation and technical assistance to sixteen Cook County organizations to implement Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS). As detailed in this proposal, SPARCS is an evidence informed, trauma focused treatment intervention, which helps young people cope with traumatic events.

Dr. Martin Luther King, Jr. spoke of violence as a “descending spiral” with each violent act leading to more violence. This observation matches emerging research that traumatized youth have heightened risks for later violent behavior. A wise approach to violence prevention and reduction will attend carefully to the needs of victims, lest violence continue its devastating spiral.

ICOY is strategically positioned to strengthen and support the network of interventions for traumatized youth. The U.S. Substance Abuse and Mental Health Services Administration has made previous and current awards to ICOY to develop and support a trauma-informed youth service system in Illinois. Last year, the Cook County Violence Prevention, Intervention and Reduction Grant built upon the existing trauma services platform and accelerated the delivery of treatment to traumatized youth by awarding ICOY a grant that provided SPARCS training to 40 clinicians and SPARCS therapy to over 140 youth.

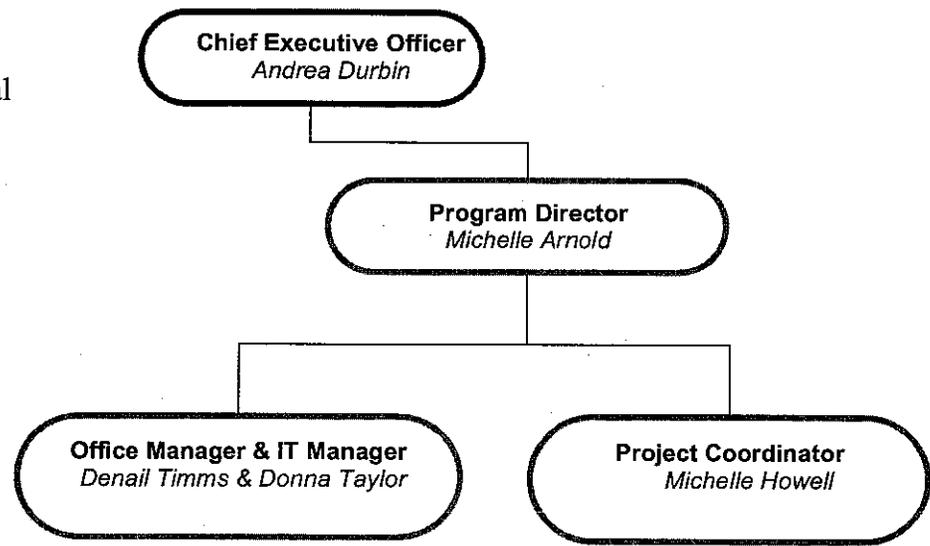
ICOY’s partners in this endeavor include a new cohort of providers, such as Aunt Martha’s Youth Service Center, BUILD, Children’s Home and Aid, Lawrence Hall, Methodist Youth Services Inc, and Youth Advocate Program.

Many of the original cohort of providers have also asked for additional consultation and technical assistance including Alternatives, Lakeside Community Committee, Mujeres Latinas en Accion, OMNI Youth Services, One Hope United, SGA Youth and Family Services, Uhlich Children's Advantage Network (UCAN), Universal Family Connections, Youth Organizations Umbrella, Youth Outreach Services, and Youth Services Project.

Together these organizations serve much of Cook County (see details in their letters of support, under Tab 14 – 7.3 Other) and an even greater share of communities most impacted by violence. Each participating agency will designate a lead staff member to serve as the primary point of contact for the program. ICOY's proposed capacity building services will sustain, expand, and focus outreach efforts to treat and heal traumatized youth affected by violence.

ICOY's key personnel for the effort include Michelle Arnold, Program Director, and Michelle Howell, Program Coordinator. Supporting key personnel include: Andrea Durbin, CEO, will oversee the project, Donna Taylor, IT Manager, will provide technology support, and Denail Timms, Office Manager will provide administrative and fiscal support. (See Figure 1 - Project Organizational Chart.)

Figure 1 –
Project
Organizational
Chart



ICOY requests \$100,000 to train at least thirty-five new clinicians in SPARCS, develop a second learning community to support the implementation of the SPARCS intervention, and continue to provide consultation and technical assistance to the eleven agencies who are currently conducting SPARCS in Cook County.

Section A: Description of the Problem

Cook County residents are acutely aware of the violence afflicting too many of our neighborhoods. Between 2008 and 2012, 1,118 Chicago youth were homicide victims¹. This statistic makes up nearly half of all homicides in Chicago during this time period. Presently, one in every five murder victims is 18 or younger². It would be exceedingly difficult to count the number of children and adolescents affected by both youth and adult homicides and other violent acts. Young people living in communities affected by violence often experience emotional problems including anxiety and depression, as well as behavioral problems, such as hostility and aggression. Furthermore, youth affected by violence and trauma sometimes show heightened reckless and risk-taking behavior – including a “living for today and not tomorrow” attitude – leading them to make poor choices. Youth exposed to trauma often experience academic underachievement and school failure. In the long term, these youth are at greater risk of engaging in delinquency, violence, and developing substance abuse problems.³ Cook County’s youth and adolescents exposed to violence have an increased need for specific trauma focused interventions.

¹ “Chicago’s homicide epidemic is a youth homicide epidemic,” *Chicagonow*, January 30, 2013. Available online at <http://www.chicagonow.com/chicago-muckrakers/2013/01/chicagos-homicide-epidemic-is-a-youth-homicide-epidemic/>

² “Homicide in Chicago down, number of children killed stays the same,” *The Chicago Reporter*, April 22, 2014. Available online at http://www.chicagoreporter.com/homicides-chicago-down-number-children-killed-stays-same#.U3pGn00U_IV

³ “SPARCS,” National Child Traumatic Stress Network Fact Sheet. Available online at http://www.nctsn.org/sites/default/files/assets/pdfs/sparcs_general.pdf

The earlier Cook County Violence Reduction grant equipped ten agencies to more effectively respond to trauma. This network, however, requires ongoing support to maximize its impact on youth and maintain fidelity to the program model. Moreover, a network of ten agencies is insufficient to serve the needs of youth across the county – expansion to 17 agencies enhances the service capacity of the SPARCS network by 50%.

The Cook County Violence Prevention, Intervention, and Reduction Demonstration Grant presents an opportunity to address this need, build the county’s capacity to respond to traumatized youth, and deal with the harmful effects of violence.

Section B: Description of the Target Population To Be Served

The seventeen community based providers ICOY proposes to work with serve hundreds of youth, throughout the Cook county area, including the violence prone communities of Austin, Brighton Park, East Garfield Park, Englewood, Evanston, Humboldt Park, North Lawndale, and Cook County’s southern suburbs, among other locations. Youth and young adults, ages 12 to 21 years old, who demonstrate symptoms of trauma exposure and traumatic experiences will benefit from SPARCS treatment. By training clinicians throughout Cook County in SPARCS, the target population is far reaching.

For SPARCS treatment, clinicians will target youth and teens who are living with chronic stress and are quick to get angry; unable to calm down; self-destructive; living with headaches, stomach aches and chronic pain; struggling to trust others; spaced out; and/or hopeless and pessimistic about the future. Research conducted on SPARCS participants has shown significant

changes on subscales measuring conduct problems, inattention/hyperactivity, somatic complaints, high-risk behaviors, and interpersonal relationships.⁴

Through the first year of funding, SPARCS groups have been offered both in school and community based settings with youth ranging in age from 12-19 years. They have been conducted in transitional living programs and with youth referred specifically through the Illinois Department of Juvenile Justice. These are youth who are exposed to violence in the community, in their homes, and in their schools. A second year of funding would allow ICOY to train additional clinicians in SPARCS and reach new geographical areas, including Bloom, Bremen, Rich, and Thornton Townships, and increase services in neighborhoods such as Englewood, North Lawndale, and Brighton Park. If each of the seventeen agencies were to conduct just one SPARCS group during the grant cycle, we would reach at least 170 additional Cook County youth.

Section C: Program Implementation Plan & Implementation Schedule

ICOY will provide two levels of programming to build on and continue the work started last year: (1) Training in the trauma-focused intervention Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS) therapy, and (2) Expert consultation and technical assistance to Cook county agencies who currently provide the SPARCS treatment.

I. SPARCS Training and Learning Community

ICOY will develop a second SPARCS learning community to train 35 clinicians and supervisors. This will include at least three Master's level clinicians (two facilitators and one supervisor)

⁴ "SPARCS," National Child Traumatic Stress Network Fact Sheet. Available online at http://www.nctsnet.org/sites/default/files/assets/pdfs/sparcs_general.pdf

from six community providers. In addition to these eighteen clinicians, we will offer training to new Master's level clinicians from the first SPARCS learning community to continue or expand their capacity for offering SPARCS.

SPARCS is a trauma-focused intervention and was specifically created for teens who have been traumatized, often repeatedly, and who continue to live with high levels of stress. The treatment is designed for adolescents exposed to chronic interpersonal trauma such as exposure to community violence, sexual assault, or physical abuse. SPARCS is based on three empirically-based interventions that were adapted and integrated to help adolescents exposed to chronic stress: (1) Dialectical Behavior Therapy for Adolescents; (2) Trauma Adaptive Recovery Group Education and Therapy (TARGET); and (3) the School Based Trauma/Grief Group Psychotherapy Program. The goals of SPARCS are for teens to cultivate awareness of the impact of trauma in their lives; cope more effectively with symptoms of chronic stress; connect with others; create meaning and purpose; and improve their emotional, social, academic, and behavioral functioning. While working toward these goals, SPARCS also increases participants' resilience. This strength-based approach helps adolescents find wisdom in their responses, support skills they already possess, and foster new ways of coping. Teens will learn concrete steps to better manage the moment and make choices mindfully under stress or even in the face of potential danger.

ICOY will again subcontract with the highly-skilled and practiced SPARCS trainers Drs. Mandy Habib and Victor Labruna (details are found under the Subcontractors Tab 7 of the proposal submission) to train clinicians and support the learning community. Drs. Habib and Labruna are the developers of SPARCS. Organizational readiness work led by the trainers will begin in August 2014 as preparation for the first two-day, in-person learning session, tentatively

scheduled for early October 2014. Readiness work involves understanding the purpose and benefits of SPARCS treatment, including the broad definition of childhood and complex trauma. Participants will also complete individual and agency team planning outlines to aid in structuring and providing SPARCS therapy. In mid December 2014, about 8 weeks after the first learning session, a second two day, in-person learning session will take place to learn how to conduct the final six sessions of the SPARCS group treatment. Between the two two-day learning sessions, learning community participants meet in person on a monthly basis to receive additional training from Dr. Mandy Habib over the phone. Topics include recruitment strategies, preparing youth and caregivers for treatment, advice regarding group size, supply lists, potential barriers, and tools to build and sustain a successful SPARCS therapy program. In addition, the meetings create a supportive environment for clinicians to ask questions, exchange knowledge with each other, and address challenges.

II. Consultation and Technical Assistance

In the second level of programming, ICOY will continue to support the agencies that were trained in SPARCS during the first year of funding. This support will include consultation phone calls with Drs. Mandy Habib and Victor Labruna, technical assistance from ICOY staff regarding SPARCS adaptations and sustainability, and assistance in certifying clinicians in SPARCS. Eleven Cook County agencies trained in SPARCS in 2013-2014, will receive the consultation and technical assistance: Alternatives, Lakeside Community Committee, Mujeres Latinas en Accion, OMNI Youth Services, One Hope United, SGA Youth and Family Services, Uhlich Children's Advantage Network (UCAN), Universal Family Connections, Youth Organizations Umbrella, Youth Outreach Services, and Youth Services Project.

During six bi-monthly consultation phone calls, clinicians will have the opportunity to discuss the successes and challenges involved in facilitating SPARCS groups and hear from Drs. Habib and Labruna specific new strategies and adaptations to improve the SPARCS intervention. In addition, agencies will identify the clinicians to be certified in SPARCS. SPARCS certification requires that clinicians attend all four days of the in-person training, participate in 80% of the teleconferences, complete two cycles of SPARCS groups, and submit a recording providing one of the core skills of SPARCS, therefore verifying fidelity to the model. Most clinicians in the first learning community will have completed the four days of in-person training, participated in 80% of the teleconferences, and completed at least one cycle of SPARCS groups. ICOY will provide technical assistance to ensure those clinicians seeking certification become SPARCS certified, which may include providing the needed youth handbooks for the second group therapy session, replenishing group supplies and aiding in the recording of SPARCS sessions for feedback.

In addition to providing SPARCS training and a supportive learning community, ICOY will subcontract with a third party evaluator to evaluate the project on two levels: (1) a macro-system level evaluation of the effectiveness of the training provided, engagement strategies, learning community model, and overall project management, and (2) an individual (youth) level assessment of the program impact on the agency's performance in areas reflecting the provision of SPARCS with high-risk youth. To aid in this part of the evaluation, all seventeen agencies will be asked to provide specific data regarding youth who received the SPARCS intervention. In return, the evaluator will provide agency specific reports to all participating agencies. Additional information regarding the evaluation is explained in Section D below.

Section D: Expected Outcomes

ICOY proposes the following outcomes:

1. 90% of the SPARCS training participants will be satisfied after completing SPARCS training.
2. 75% of SPARCS trained clinicians and stakeholders will report youth use of SPARCS skills outside of group.
3. 75% of SPARCS trained clinicians and stakeholders will report an increased use of positive coping skills (increased resilience, improved interpersonal & better functioning at school) by youth
4. 60% of SPARCS trained clinicians and stakeholders will report decreased youth risk behaviors (danger to other, sexually aggressive, and delinquent).
5. 50% of the SPARCS newly trained clinicians will conduct SPARCS groups.
6. 50% of youth evaluated will not be arrested after completing a SPARCS group.
7. 50% of youth evaluated will not go to Illinois Youth Centers or a juvenile detention center.

ICOY will contract with Evaluation for Change, with Holly Lewandowski serving as principle evaluator, to evaluate the project. The Program Evaluator's qualifications are provided in the Subcontractor's Tab 7 section of this proposal. The evaluation design will document outcomes and performance in the following areas:

- Achievement of individualized training and learning community outcomes
- Efficacy of the training and learning community strategies employed to achieve outcomes
- Accuracy of indicators used to assess progress toward benchmarks for SPARCS practices and youth recidivism rate amongst participants

- Effectiveness of program monitoring and measurement tools used to track outcomes.

Four tools will measure ICOY's project implementation of SPARCS and the learning community:

(1) A Customer Satisfaction Survey will be given to agencies at regular intervals and post-project to measure how agencies perceive the learning community model in supporting the implementation and sustainability of SPARCS group treatment;

(2) "Thoughts About Group" (non-identifiable) satisfaction surveys, used by SPARCS clinicians in the last SPARCS session, will be requested from agencies to evaluate the overall youth satisfaction;

(3) A Brief Follow-up Survey will be conducted with the youth or case manager within 30 days following SPARCS treatment by the Evaluator, in coordination with ICOY and the agency, to measure youth outcomes;

(4) The SPARCS trainers will conduct a final training evaluation to measure the extent to which learning objectives were realized and understood by SPARCS training participants.

In addition, the program evaluator will provide youth data reports to agencies conducting SPARCS groups and provide youth specific information to ICOY. The data will demonstrate whether these activities achieve measurable results with respect to reducing violent behavior in youth.

Within the first three months of the project's implementation, Evaluation for Change will deliver: 1) a final evaluation plan; 2) a data collection schedule and database system; and 3) a detailed schedule documenting when each tool will be administered, who will complete it and how information will be collected.

Evaluation for Change will work closely with ICOY to ensure the formative evaluation includes timely reports to project management so that program improvements can be made. Evaluation for Change will contribute to the documentation of evidence-based best practices by summarizing and translating all data collected through the life of the project. Evaluation for Change will prepare quarterly report and a final report for the project team that will detail programmatic and outcome data. These data, in turn, will be used to inform project implementation and will be shared periodically with participating organizations.

Section E: Planning and Preparation Activities- Illinois Collaboration on Youth- July 2014-July 2015	
Key Activities	Jul-15 Jun-15 May-15 Apr-15 Mar 2015 Feb 2015 Jan-15 Dec-14 Nov 2014 Oct 2014 Sep-14 Aug-14 Jul 2014
Develop Memorandums of Understanding (MOU)s with youth service providers and establish subcontracts	
Develop and finalize overall project evaluation, assessments, database, and data collection schedule	
Begin Planning Phase (consultation calls and organizational readiness work) with SPARCS trainers	
Schedule Learning Session 1 (2 day SPARCS training) for October 2014	
Schedule and hold ICOY monthly meetings with new Learning Community for the last Friday of each month starting August 29, 2014	
Schedule and hold ICOY bi-monthly meetings with Learning Community from Year 1 for the second Friday of each month starting August 8, 2014	
Conduct SPARCS Learning Session 1: October 2014 and evaluate	
Schedule Learning Session 2: December 2014	
Begin and continue data collection and evaluation	
Evaluator provides quarterly report for previous quarter	
Submit quarterly report	
Hold Learning Session 2: December 2014 and evaluation	
Final evaluation plan developed	
Customer satisfaction survey conducted by evaluator	
Brief follow-up survey conducted by evaluator	
All eligible SPARCS clinicians from Year 1 become certified	
Submit required final report	

Qualifications of the Proposer

Since 1972, Youth Network Council has dedicated itself to improving the lives of youth, their families, and their communities every day through leadership, advocacy, and expert knowledge. In 2012, Youth Network Council merged with the Illinois Collaboration on Youth to become Youth Network Council doing business as Illinois Collaboration on Youth (ICOY.) ICOY is a collective voice for young people and community based providers. By building the capacity of agencies that serve youth, we keep young people safe and healthy.

Today, ICOY is a programmatically diverse 501(c)3 nonprofit organization focused on supporting local, community-based youth service agencies and building their capacity to serve young people and their families. Our goals are to keep young people safe from violence and trauma, reduce their involvement with the child welfare and juvenile justice systems, and guide them along the path to adulthood.

Expertise in Youth & Trauma

Over the course of its 42 year history, ICOY has gained the knowledge and expertise needed to implement the deliverables required by this RFP. ICOY has served as a National Child Traumatic Stress Network (NCTSN) site, managing the Trauma-Informed Youth Services Initiative (TIYSI) since October 2009. This project is funded by the Substance Abuse and Mental Health Services Administration (SAMHSA), a division of the U.S. Department of Health and Human Services. Six geographically and demographically diverse community-based youth service programs were selected to receive training in Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS) along with technical assistance to incorporate trauma-focused and trauma-informed practices for improved outcomes for young people experiencing traumatic stress. In 2012, SAMHSA awarded ICOY another 4-year grant to infuse trauma-

informed practices, and fund trauma-focused therapeutic interventions in the statewide youth service crisis intervention system known as Comprehensive Community-Based Youth Services (CCBYS.)

Also in 2012, ICOY received a two-year grant from the Bright Promises Foundation to develop the capacity of afterschool programs in Chicago, Cook County, and downstate to recognize and respond to youth who have experienced traumatic stress. This effort acknowledges that programs providing non-clinical services to young people still need to have a basic understanding of what these youth have been through and how providers can create an environment that supports them. ICOY was recently asked to reapply for a third year of funding.

In both the SAMHSA and Bright Promises funded work, ICOY uses an organizational assessment that we developed in collaboration with the Illinois Childhood Trauma Coalition, which identifies areas for growth in awareness and institutional response to youth experiencing chronic traumatic stress, such as youth who live in communities with high rates of violence.

This work in childhood trauma builds on ICOY's longstanding history of providing training and technical assistance for youth service based youth services. In 1983, ICOY implemented the Illinois Youth Services Training & Technical Assistance program, offering training in best practices to agencies and their staff. ICOY is also a licensed child welfare agency with the State of Illinois, and participates in Pathways, a partnership of organizations providing independent living services to older youth aging out of the child welfare system. ICOY advocates on behalf of a network of more than fifty youth service organizations working with at-risk youth at all points of the youth service system. Continuing our work with Cook County providers will sustain the investments made by JAC and increase the availability of trauma focused interventions for youth and adolescents.

Youth Services Innovation

ICOY has been at the forefront of the creation and ongoing development of a network of community-based, culturally relevant providers who offer comprehensive, development-oriented services to youth and families. Training and technical assistance are at the core of the services ICOY provides. As the needs of the youth service system evolved over time, so has the nature of ICOY's capacity building efforts. Our expertise in this area was recognized by the U.S. Department of Health and Human Services, which in 2009 awarded ICOY the only nonprofit capacity-building grant in Illinois under the Strengthening Communities Fund initiative.

This program, known as the Youth Services Capacity Enhancement Program (YSCEP), provided capacity-building support and resources to faith-and community-based organizations serving at-risk youth and their families in the city of Chicago. The goal of YSCEP was to stimulate organizations operating in the most distressed and underserved neighborhoods within the city, and to build their capacity to provide services and maximize their social impact. YSCEP services included training, one-on-one technical assistance, and financial assistance to grassroots organizations, with a focus on leadership development, organizational and program development, collaboration and community engagement, and evaluation of effectiveness. ICOY served 54 organizations over the course of the 2-year project, providing over 100 hours of training and 625 hours of technical assistance, and awarding \$600,000 in financial assistance.

Juvenile Justice Experience

ICOY's capacity building work on violence prevention is informed by its experience with the juvenile justice system. The juvenile justice system is closely connected to the youth service system – it is one path youth may follow if they fall through the cracks in the youth service

system. ICOY has a depth and breadth of knowledge informs our training and related services. For example, ICOY participates in several initiatives led by the Illinois Juvenile Justice Commission and the Illinois Department of Human Services, including:

- statewide coordination for the Disproportionate Minority Contact Initiative (since 2003) that aims to reduce racial disparities at all levels of the juvenile justice system;
- the Juvenile Detention Alternatives Initiative (since 2005) that aims to reduce the number of youth incarcerated in secure detention facilities;
- the Redeploy Illinois program (since 2008) that seeks to provide counties and local jurisdictions with community-based alternatives to sending troubled youth away from their home communities for services;
- the Juvenile Justice Delinquency Prevention Act Monitoring Program (since 2010), that seeks to ensure Illinois' compliance with federal laws surrounding the secure detention of a minor;
- and the Juvenile Reentry Initiative (since 2011), which aims to improve services and reduce recidivism for youth being released from Illinois Youth Centers correctional facilities.

ICOY uses the knowledge and experience gained through these programs and services to develop meaningful trainings that help youth workers with their day-to-day jobs.

Child Welfare Experience

The child welfare system is another system that is intimately connected to youth services. Involvement in the child welfare system marks youth as at-risk for additional services. As a licensed child welfare agency, ICOY is uniquely positioned to provide insight into the child welfare system and the ways in which it intersects with youth services. For example, since 1997

ICOY has operated the Pathways Independent Living Program for the Illinois Department of Children and Family Services (DCFS). Through Pathways, ICOY and its subcontractors serve older teenage wards of the state, teaching them the skills and knowledge they will need for a productive and healthy adulthood. In addition, ICOY holds a leadership role in the child welfare field as a member of the Child Welfare Advisory Council, a public-private partnership that addresses contracting and policy issues related to the provision of child welfare services.

Sustainable Coalition Building

Finally, ICOY is a statewide advocacy organization working to influence policy and practice on youth-related issues. Nearly 60 grassroots community-based and advocacy organizations are members of ICOY, including 32 located within Cook County. As a coalition, ICOY members work together to improve outcomes for at-risk youth at all levels of the continuum of services – from primary prevention programs, such as afterschool programs, to high-level interventions such as residential treatment for youth with severe emotional and behavioral issues. On behalf of the youth served by the organizations, ICOY participates in the development of policy and legislation on both the local and state level, participating in the City of Chicago’s Task Force on Homeless Youth, and maintaining membership in appointed Boards and Commissions such as the Governor’s Youth Development Council, the Child Welfare Advisory Council and the Social Services Advisory Council. A list of membership and committee and work group participation is included with this proposal. ICOY staff also testify before the General Assembly on issues related to at-risk youth and the system that serves them.

ICOY’s position as a leading statewide advocacy organization led to our being awarded a two-year planning grant from the Administration on Children, Youth and Families within the U.S. Department of Health and Human Services. In September 2013, ICOY, in partnership with

DCFS, received a planning grant to develop a model intervention to reduce homelessness among current and former wards. ICOY's membership base and established expertise in coalition building has enabled us to engage more than 100 individuals from over 50 state and local government agencies, child welfare and homeless youth agencies, and private foundations from across Illinois to participate in the planning process. The group is reviewing data about youth in care to identify the youth at highest risk of later homelessness and will then be devising a new intervention model to meet their needs and improve outcomes around stable housing, social-emotional well-being, permanent connections and education and employment.

Summary

These experiences illustrate ICOY's qualifications to carry out the proposed program through the Cook County violence prevention, intervention, and reduction grants. We have the knowledge, experience, and relationships to bring together a coalition of providers from throughout Cook County, to develop and support their capacity to provide the SPARCS trauma-focused therapeutic intervention. We are able to target the highest need communities in Cook County, and therefore make an impact on the violence that has taken far too many young lives and incarcerated thousands more.

To aid these efforts, ICOY has assembled a highly-qualified team of professionals who are dedicated to improving services to young people. Our staff includes 16 full-time employees, plus graduate interns, who bring a diverse array of backgrounds and experiences to bear. Specific qualifications of those who will work on this effort are detailed in the Key Personnel section of this proposal.

ICOY References

1. Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services

Contact: Ken Curl, MSW, LCSW-C

Public Health Advisor

SAMHSA

1 Choke Cherry Road

Room 6-1148

Rockville, MD 20857

Phone: 240.276.1779

Fax: 240.276.1890

Email: Kenneth.Curl@SAMHSA.hhs.gov

Dollar Value of the Project:

ICOY has been awarded a 4-year grant that provides \$400,000 per year, or \$1.6 million over the life of the grant. Previously ICOY had received a 3-year grant from SAMHSA that provided \$400,000 per year, or \$1.2 million over the life of the grant.

ICOY Experience with Served Populations:

As discussed above in Proposer Qualifications, ICOY has been working to build a trauma-informed youth service system since 2009. For three years, we worked with 6 community-based providers (only 1 in Cook County) to develop a learning collaborative on the SPARCS therapeutic intervention, and to fund SPARCS group therapy at these organizations. In 2012, we built on that pilot project to develop the current Trauma Informed Youth Services Initiative (TIYSI). TIYSI has identified dozens of youth service providers, including more than 10 in Cook County, to participate in the program, which includes basic training, assessment, and technical

assistance to help providers become more trauma-informed. The TIYSI also includes some funding (50% of our award over the life of the project) to support providers in implementing trauma-focused interventions. However, the funding for direct services is limited (approximately \$200,000 per year to distribute throughout the state) and vastly lower than the need for such services in high-risk communities. Unlike our first SAMHSA grant, the current grant does not include enough funding to pay for the intensive training in the SPARCS therapeutic intervention, which is why we seek this funding from Cook County.

2. Administration for Children and Families, U.S. Department of Health & Human Services

Contact:

Rafael J. Elizalde, MPA

Program Manager

Strengthening Communities Fund

Office of Community Services

Administration for Children and Families

U.S. Department of Health and Human Services

370 L'Enfant Promenade, S.W.

Washington, D.C. 20447

Phone: 202-401-5115

Email: Rafael.Elizalde@acf.hhs.gov

Dollar Value of the Project:

ICOY was awarded a 2-year grant, funded through the ARRA stimulus bill, which provided \$500,000 per year, or \$1 million over the life of the grant.

ICOY Experience with Served Populations:

As discussed above in Proposer Qualifications, Youth Network Council (our name at the time) provided training, technical assistance, and small grant awards ranging from \$5000 to \$20,000 to 54 faith-based and community-based youth serving organizations in Chicago. Over the course of the grant, we provided more than 100 hours of training, 625 hours of individualized consulting and technical assistance, and awarded \$600,000 in capacity building grants to strengthen organizational infrastructure and increase organizational impact. Results from our comprehensive and independent program evaluation indicated overwhelming satisfaction with the services we provided.

3. Illinois Juvenile Justice Commission

Contact:

Hon. George Timberlake

Chairman

401 South Clinton, 4th Floor

Chicago, IL 60607

Phone: 618.237.3004

Email: gwtimberlake@gmail.com

Dollar Value of the Project:

ICOY has a 45-month contract with the Illinois Department of Human Services for Juvenile Justice Training, Technical Assistance, and Support. The contract provides \$899,754 annually, or \$3.374 million over the life of the contract. We are in month 28 of the contract.

ICOY Experience with Served Populations:

ICOY has held a support contract with the Illinois Department of Human Services to support the Illinois Juvenile Justice Commission for over ten years. ICOY provides staffing on Commission projects including monitoring of juvenile secure facilities, Disproportionate Minority Contact, Juvenile Detention Alternatives Initiative, engagement of Youth Commissioners and development of a Youth Advisory Board, and the Commission's Juvenile Reentry Initiative. Through the contract, ICOY also provides material support to the Redeploy Illinois Oversight Board and program sites. Redeploy Illinois is an innovative and effective alternative to incarcerating youth in Illinois juvenile prisons, and has been shown to reduce recidivism by more than 75% in youth who successfully complete the program. Additionally, ICOY administers the Redeploy Illinois Focused program, which provides funding to counties for individualized services that help prevent a young person from being committed to the Illinois Department of Juvenile Justice.

In addition to staffing these projects, ICOY also provides administrative support for Commission and Redeploy Illinois Oversight Board meetings and committee activities. ICOY has also developed the websites for both entities— <http://www.ijjc.illinois.gov> and <http://www.redeployillinois.org>.

4. Illinois Department of Human Services

Contact:

Karrie Rueter

Acting Bureau Chief

823 E. Monroe

Springfield, IL 62701

Phone: 217.725.3296

Email: Karrie.Rueter@illinois.gov

Dollar Value of the Project:

ICOY currently has a 45-month contract with the Illinois Department of Human Services to provide training and technical assistance to the Illinois Youth Service System. The contract is valued at \$460,754 annually, or \$1.728 million over the life of the contract. We are in month 19 of the contract.

ICOY Experience with Served Populations:

As discussed in Proposer Qualifications, ICOY has been providing training and technical assistance to youth service agencies since 1983, with the goal of strengthening the skills of and improving service provided by youth workers. Each year we host dozens of trainings on topics such as Quality Case Management, Cultural Competency for Working with Youth who are LGBTQ, Ansell-Casey Life Skills, Adolescent Brain Development, and Legal Training for Youth in Crisis, and many others. A description of current trainings and schedules can be found on our website: www.ICOYouth.org. Each training is evaluated and feedback is given to trainers to improve their efforts. In addition, we conduct annual training needs assessments, and convene a quarterly Training Advisory Board to provide input on the needs of youth service providers and their staff for skill development and learning opportunities. We also oversee a 24-hour

Information and Referral line for youth in crisis operated by the National Runaway Safeline in Chicago, and provide access to legal consultation for youth service providers.

Key Personnel

Key Personnel are Michelle Arnold, Program Director and Michelle Howell, Program Coordinator

Michelle Arnold, Program Director, has been at ICOY since October 2009. She will oversee day-to-day program operations, manage the project's subcontracts, supervise the Project Coordinator, and maintain relationships with partnering provider agencies. Ms. Arnold will ensure the project is implemented on budget and will oversee the contracts with consultants and provider agencies. Approximately 10% of her time will be dedicated to this project. Ms. Arnold directs all of ICOY's trauma work, the Youth Services Training Initiative, and the Pathways Independent Living program. Ms. Arnold's resume and references are included in this section.

Michelle Howell, Project Coordinator, will carry out day-to-day project activities and be the point person delivering ICOY's capacity building services with participating agencies. She will spend 20% of her time on this project. Her other responsibilities include project coordination for ICOY's other trauma work, funded by SAMHSA and the Bright Promises Foundation. Ms. Howell's resume and references are also included in this section.

Supporting their work is CEO, Andrea Durbin, IT Manager, Donna Taylor, and Office Manager, Denail Timms.

Andrea Durbin has been ICOY's CEO since March 2012; she previously served as interim CEO and Program Director at ICOY. Her complete resume is included in this section. Ms. Durbin will devote 2% of her time to this project. Her role is to oversee successful implementation with a focus on administrative and external relations. Outside of this project, Ms. Durbin oversees all aspects of ICOY's work, with an emphasis on external relations, advocacy, and administration.

Donna Taylor, IT Manager, has been at ICOY since March 2011. She will handle all the technology needs of the project. In addition to ensuring equipment ie. Projectors, internet capability, and computers, she will provide expertise regarding the video and audio recording assistance for clinicians seeking SPARCS certification. Ms. Taylor will dedicate 2% of her time to the project. Ms. Taylor provides IT support to all ICOY staff members.

Denail Timms, Office Manager, has been at ICOY since October 2009. She will handle all contractual and administrative aspects of the project. This includes processing payments to consultants and provider agencies, as well as general office support to staff. Ms Timms will dedicate 2% of her time to the project. She provides similar support to all of ICOY's projects. Additionally, she provides data collection and fiscal management support to the Pathways program.

MICHELLE A. ARNOLD
827 Fair Oaks Ave, Oak Park, IL 60302
708/205-6467 mabarnold@yahoo.com

PROFESSIONAL EXPERIENCE

YOUTH NETWORK COUNCIL dba ILLINOIS COLLABORATION ON YOUTH

Program Director, October 2009 – Present

Manage the statewide federally funded Trauma Informed Youth Service Initiative partnering with community based youth service providers to infuse trauma-focused and trauma-informed practice and policies into their agencies through training, practice, and policy change. Direct the implementation of three grant awarded programs: Training and Technical Assistance for Youth Providers funded by the Illinois Department of Human Services, Pathways Independent Living Program funded by the Illinois Department of Children and Family Services, and Building Resilience through Trauma Informed Care funded by the private foundation, Bright Promises. Attend related committees and boards to inform ICOY's mission of building capacity for youth service providers. Responsible for all the reporting (program, evaluation, and fiscal) to the funding sources. In addition, represent the ICOY as a member of the National Child Traumatic Stress Network and the Illinois Childhood Trauma Coalition.

VOICES FOR ILLINOIS CHILDREN, *Foster Kids Are Our Kids & Aging-Out Project*

Project Manager, January 2007 – December 2009

Managed the statewide *Foster Kids Are Our Kids* social marketing campaign and supported the Steering Committee in their function as lead to the campaign. Executed campaign marketing strategies; maintained communication with the sixty-two community based agency members statewide, and built partnerships with radio and television. Managed foundation funding to build a consensus and agenda for improving the child welfare system for transitioning youth from state care to independence. Supervised assigned interns.

ADAPT COMMUNITY ALTERNATIVES, *Pathways Independent Living Program*

Director of Quality Management, January 2005 – August 2007

Responsible for the overall policies and procedures for the Pathways Independent Living Program, developed and executed the Pathways Continuous Quality Improvement plan and staff training. Supervised one project manager and interns assigned to the program. Provided oversight to the program participant's trust accounts. Department of Children and Family Services (DCFS) SACWIS data system liaison in addition to representing agency on various DCFS committees.

YOUTH NETWORK COUNCIL, *Pathways Independent Living Program*

Division Manager, January 2004 – January 2005

Responsible for the Division of Child Welfare Services and the Pathways Independent Living Program. Provided leadership to the Pathways Management Team and support to the Pathways Executive Management Team. Supervised one project manager and interns assigned to program. Developed and executed continuous quality improvement plans and staff trainings; ensured accurate trust accounts for youth participants. Acted as the liaison with the Department of Children and Family Services SACWIS data system group.

Project Manager, October 2000 - January 2004

Provided assistance with projects related to the Pathways Independent Living Program staff licensure and training, peer review and satisfaction surveys, financial policies and trust accounts. Acted as the liaison with the DCFS SACWIS data system group.

CATHOLIC CHARITIES, ARCHDIOCESE OF CHICAGO,

Development Department, Director, July 1997 – June 30, 2000

Responsible for all fundraising at the Agency: planned and major giving, two direct mail appeals, four major events, and nine regional/program events, and foundation support. Annual fundraising efforts leveraged six to eight million dollars net for Agency programs. Recommended the Development Department fiscal year budgets, policies, and procedures to the Administrator and Director of

Operations. Responsible for hiring and evaluating eighteen full time professional fundraisers and support staff.

Child/Adult Residential Services Division, Division Manager, July 1991 – July 1997

Provided leadership, direction and assistance to nine Catholic residential agencies operating in the Archdiocese of Chicago (Cook and Lake counties). Created efforts of joint planning, coordination, and collaboration for effective service delivery and quality outcomes. Media spokesperson for child welfare issues and represented Catholic Charities on statewide committees.

STATE OF ILLINOIS

Governor's Task Force on Human Services Reform, Co-Director, May-November 1993

Shared responsibility for executing a \$200,000 state planning grant from the Annie E. Casey Foundation. Supervised three professional staff and six consultants to study and recommend specific planning strategies to reform the human services delivery system in Illinois. The State of Illinois was awarded two million dollars for continuation of the Task Force Reform activities.

Illinois Department of Public Aid, Assistant Director, March 1990 – June 30, 1991

Appointed by Governor James R. Thompson and approved by the Illinois State Senate, assisted the Department Director in the overall operation and administration of the State's four billion dollar public welfare department. Directly supervised three division administrators and a combine staff of over four hundred. Consulted with external advisory committees, represented the Director in meetings and conferences with private industry, community groups, government officials, and legislators.

Illinois Office of the Governor, Assistant for Human Services, June 1987 – March 1990

Developed program, budget, and legislative initiatives as the Governor's liaison with the Directors of eleven human services state departments. Represented the Governor in meetings and at community events with human service interest groups, legislators, and government officials. Improved program implementation and delivery systems through increased interagency coordination.

Illinois Bureau of the Budget, Budget Analyst, July 1986 – June 30, 1987

Negotiated, prepared, and monitored the budgets of the Department of Public Health, Department of Aging, and the Guardianship and Advocacy Commission. Analyzed operation and program expenditures of over three hundred million dollars in state and federal funds.

Illinois Office of the Governor, James H. Dunn Fellow, August 1985 – June 1986

Recipient of the Governor's one year public sector management fellowship providing an overview of state government. Gained practical experience through three, four month rotations in the Governor's Office of Policy and Program, Legislative Office, and the Bureau of the Budget.

EDUCATION

Certificate of Business Administration, September 1992, University of Illinois, Chicago

Master of Social Work, May 1986, University of Illinois, Urbana-Champaign

Bachelor of Social Work, May 1983, University of Illinois, Urbana-Champaign

BOARD MEMBERSHIP

Oak Park River Forest Day Nursery, Board member, 2001-2005; Treasurer 2008-present

Wonder Works, A Children's Museum, Board member, interim Treasurer 2005-2007

Nonprofit Financial Center, Board member, 1986-1992; 1994-2000

Catholic Charities Board of Directors, ad-hoc Board member 1997-2000; St. Joseph's Carondelet Child Center

Board member, 1991-1997; Misericordia Home Board member, 1992-1997

VOLUNTEER

Girl Scout Lifetime Member, Troop Leader 2004-present, Oak Park Girl Ambassador 2006-2011

MICHELLE A. ARNOLD
827 Fair Oaks Ave, Oak Park, IL 60302
708/205-6467 mabarnold@yahoo.com

References for Michelle Arnold

Colleen Cicchetti, M.Ed., Ph.D.
Ann & Robert H. Lurie Children's Hospital of Chicago, Director of Advocacy and Community-Linked
Mental Health Services Program
225 East Chicago Avenue, Box 10-B
Chicago, Illinois 60611-2605
(312) 227-6035
Ccicchetti@luriechildrens.org

Angel Knoverek, Ph.D., LCPC, ACS
Chaddock, Director of Clinical Services
205 South 24th Street
Quincy, IL 62301
(217) 222-0034 Ext. 478
aknoverek@chaddock.org

Anne Studzinski
Managing Director, Illinois Childhood Trauma Coalition
208 South LaSalle Street, Suite 1490
Chicago, Illinois 60604
(312) 516-5560
astudzinski@voices4kids.org

Michelle L. Howell

728 West Jackson Blvd Unit 521 • Chicago, IL 60661 • 773-414-3260 • mljohnsen03@yahoo.com

Professional Experience

Program Coordinator, Illinois Collaboration on Youth- November 2012-Present

- Responsible for trauma informed technical assistance for after school programs serving 8-12 year olds and youth organizations serving 10-17 year olds, throughout the state of Illinois
- Conducts capacity building assessments of agencies to assess need of trauma informed technical assistance and training
- Provides training on normal brain development, trauma, and a universal approach to agencies throughout Illinois
- Aids agencies in writing and completing action plans to include moving toward becoming more trauma sensitive in practice and approach
- Works with external evaluators to assess progress of SAMHSA grant

Project Coordinator, Mental Health America of Lake County - September 2011 to November 2012

- Responsible for the start-up of new Empowering Teens as Parents (ETAP) program
- Ensured implementation of ETAP program based on grant and budget requirements
- Produced monthly and quarterly reports on program achievements and goal areas to local and state stakeholders
- Supervised five staff members through bi-monthly meetings and home visit report reviews
- Lead quarterly staff meetings for fifteen members of ETAP staff

Program Supervisor, Mental Health America of Lake County - March 2008 to September 2011

- Provided Reflective Supervision to Parent Educators through Parents as Teachers program
- Responsible for 30 family caseload, including home visitation and case management
- Planned and Facilitated group meetings, administered developmental screenings
- Compiled numbers for grants and reports to United Way using Microsoft Excel

Parent Education Specialist, Mental Health America of Lake County - May 2005 to March 2008

- Responsible for 40 family caseload, including home visitation and case management to families at risk for trauma
- Trained in Parents as Teachers curriculum, 0 to 3, 3 to K, Teen Parents, Children with Special Needs, Military Families, Neuroscience
- Planned and Facilitated group meetings, administered developmental screenings
- Developed and facilitated supplemental training on Systematic Training for Effective Parenting curriculum for parents of truant teens

Training and Affiliations

- Member of Parent Education and Family Support Committee through United Way Success by 6
- Trained in Healthy Families Core Training, DENVER II, ASQ-3, ASQ: Social Emotional, DIAL 3, Speed DIAL, HOME inventory, Life Skills Progression
- Received training by the Collaborative Institutional Training Initiative
- Endorsement through the Indiana Association for Infant and Toddler Mental Health, Level II

Education

University of Illinois, Springfield, IL
M.A. Social Service Administration (Expected May 2015), GPA: 4.0

Purdue University, West Lafayette, IN
B.S. Child Development and Family Studies, May 2005, GPA: 3.9
Specialization in Youth, Adult, and Family Services; Minor in Psychology

Relevant Coursework

- Adolescent Development, Children and Stress, Abnormal Psychology, Family Systems

Michelle L. Howell

728 West Jackson Blvd Unit 521 • Chicago, IL 60661 • 773-414-3260 • mljohnsen03@yahoo.com

References for Michelle Howell

Colleen Cicchetti, M.Ed., Ph.D.

Ann & Robert H. Lurie Children's Hospital of Chicago, Director of Advocacy and Community-Linked
Mental Health Services Program

225 East Chicago Avenue, Box 10-B

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(312) 227-6035

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Anne Studzinski

Managing Director, Illinois Childhood Trauma Coalition

208 South LaSalle Street, Suite 1490

Chicago, Illinois 60604

(312) 516-5560

astudzinski@voices4kids.org

Subcontracting

ICOY is proposing to subcontract with the following individuals/organization:

The SPARCS learning community, supported by ICOY, will be provided 4 days of in-person training, training manuals, approximately 12 hours of phone consultation, and a variety of related SPARCS tools/material for 35 new clinicians and supervisors. In addition, 6 hours of consultation will be provided to 11 providers' staff currently providing the SPARCS therapy.

ICOY proposes to subcontract with SPARCS developers, and trainers, **Mandy Habib, Psy.D. and Victor Labruna, Psy.D.** They are Co-Directors of the Institute for Adolescent Trauma Training & Treatment at Adelphi University's School of Social Work. The Institute, a SAMHSA-funded center within the National Child Traumatic Stress Network (NCTSN), is focused on improving the provision of trauma-informed services to children and adolescents through training and workforce development. Dr. Habib has many years of research, supervisory, and clinical experience working in the field of traumatic stress and serves as Co-Chair of the NCTSN's Complex Trauma Work Group. She led treatment development and dissemination efforts for more than 10 years within the Adolescent Trauma Treatment Development Center at North Shore University Hospital, during which time she became one of the principal authors of SPARCS. In her role as a treatment developer and primary national trainer for SPARCS, Dr. Habib has provided in-depth trauma-focused training and supervision to more than 700 clinicians across the country, and continues to provide local and national training and consultation on a range of topics, including the impact, assessment, and treatment of complex trauma in children and adults. Dr. Labruna has served in leadership positions on numerous grants, including two federally funded research grants (a National Institute MH Longitudinal Study of Physically Abused Adolescents and a Department of Defense grant developing family-focused

behavioral health interventions). He also has substantial expertise in program and intervention development. As Associate Director of the Division of Trauma Psychiatry at North Shore University Hospital, he co-founded the Rosen Family Wellness Center for Law Enforcement and Military Personnel and Their Families as well as the Crime Victim's Program, both of which continue to serve children and adults. Dr. Labruna is also an author of Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS), which he has helped to disseminate nationally through trainings in over 10 states. Approximately \$41,600 (including travel expenses) will be paid to Drs. Habib and Labruna. Dr. Habib's address is 36 Pheasant Run, Roslyn, NY 11576 and Dr. Labruna's address is 307 Second Avenue, East Northport, NY 11731.

ICOY proposes to subcontract with **Holly Lewandowski**, President of Evaluation for Change (EFC). EFC will develop overall project evaluation, assessment, database, and data collection schedule as outlined earlier in the proposal. ICOY proposes to subcontract with EFC for \$8000 to perform these tasks. Ms. Lewandowski is a program/system's evaluator, writer, and researcher with more than 15 years' experience working in nonprofit program evaluation. Evaluation for Change is recertifying as a women's business enterprise providing qualitative and quantitative research analysis to nonprofits, universities, and state-run grants. Additionally, she has served as Statewide Evaluation Coordinator for the Illinois Positive Behavioral Intervention and Supports Network, and has held positions in evaluation and research at DePaul and Northwestern Universities. Her resume and letter of commitment are included under Tab 8. Ms. Lewandowski lives at 1432 Home Ave, Berwyn, IL 60402.

EXHIBIT 2

Schedule of Compensation

PRICE PROPOSAL/BUDGET DETAIL

The Proposer declares that it has carefully examined the Request for Proposal documents, the Proposal Forms, General and Special Conditions and Specifications identified as RFP No. 1453-13604 for Violence Prevention, Intervention and Reduction Demonstration Grants (\$100,000), as prepared by Cook County and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same. Any category of expense not applicable to the budget may be deleted. Indirect costs are not allowable.

Budget Detail**A. Personnel**

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

Name/Position	Computation	Cost
Michelle Howell, Program Coordinator	0.20 FTE @ \$45,000	\$9,000
Michelle Arnold, Program Director	0.10 FTE @ \$79,567	\$7,957
Andrea Durbin, CEO	0.02 FTE @ \$109,180	\$2,184
Denail Timms, Office Manager	0.02 FTE @ \$41,200	\$824
Donna Taylor, IT Manager	0.02 FTE @ \$42,000	\$840

SUB-TOTAL \$ 20,804

B. Fringe Benefits

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

Name/Position	Computation	Cost
Michelle Howell, Program Coordinator	0.20 x \$45,000 x 0.20 FTE	\$1,800
Michelle Arnold, Program Director	0.20 x \$79,567 x 0.10 FTE	\$1,591
Andrea Durbin, CEO	0.20 x \$109,180 x 0.02 FTE	\$437
Denail Timms, Office Manager	0.20 x \$41,200 x 0.02 FTE	\$165
Donna Taylor, IT Manager	0.20 x \$42,000 x 0.02 FTE	\$168

SUB-TOTAL \$ 4,161

TOTAL PERSONNEL AND FRINGE BENEFITS \$ 24,965

C. Travel

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

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

Purpose of Travel	Location	Item	Computation	Cost
SPARCS Trainers (out of state)	Chicago	Flight	2 trainers x 2 trips x \$450/flight	\$1,800
SPARCS Trainers (out of state)	Chicago	Lodging & Meals	2 trainers x 6 nights x \$300/night	\$3,600
Provider travel to trainings (in state)	Cook County	Parking/Mileage	35 people x 4 days x \$30/day	\$4,200
ICOY staff travel to meetings/sites	Cook County	Parking/Mileage	2 staff x 10 sites x \$50/day	\$1,000

TOTAL \$ \$10,600

D. Supplies

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

Supply Items	Computation	Cost
Printing of training materials	35 people x 4 days x \$15/person	\$2,100
Meals for training participants, trainers, staff	39 people x 4 days x \$10/person	\$2,340
SPARCS handbooks for youth groups	170 youth x \$15/handbook	\$2,550
SPARCS group supplies to conduct SPARCS groups	17 groups x \$100/group	\$1,700
Video/Audio Documentation for SPARCS Certification	11 agencies x \$239.18/agency	\$2,631

TOTAL \$ \$11,321

E. Other Costs

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

Description	Computation	Cost
SPARCS Consultants: Training & Phone Consults	Training for 35 clinicians = \$35,000; 6 calls @ \$200/call	\$36,200
Program Evaluation Consultant	100 hours x \$80/hour	\$8,000
Youth Incentives	17 groups x \$80/group	\$1,360
Human Resources per cost per ICOY FTE	\$80/month/FTE x 12 months x 0.36 FTE	\$346
IT per cost per ICOY FTE	\$130/month/FTE x 12 months x 0.36 FTE	\$562
Occupancy	Prorated per share of agency expenses (2.5%)	\$1,500
Telephone	\$150/month/FTE x 12 months x 0.36 FTE	\$648
Audit, Legal & Insurance	Prorated per share of agency expenses (2.5%)	\$1,135

Professional Services - Accounting & Communication Prorated per share of agency expenses (2.5%) \$2,475
 Equipment, Postage, General Office Supplies Prorated per share of agency expenses (2.5%) \$839
 Depreciation Prorated per share of agency expenses (2.5%) \$50 **TOTAL \$ 53,114**

Budget Summary- When you have completed the budget worksheet, transfer the totals for each category to the spaces below.

Budget Category	Amount
A Personnel	\$20,804
B Fringe Benefits	\$4,161
C Travel	\$10,600
D Supplies	\$11,321
E Other Costs	\$53,114
Grand Total	\$100,000

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/2014

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

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

PRODUCER Blumberg Unit Daniel and Henry Ins Co 150 S. Wacker, Ste. 1625 Chicago, IL 60606 Richard Blumberg	CONTACT NAME: Richard Blumberg PHONE (A/C, No, Ext): 312-332-1904 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Youth Network Council dba Illinois Collaboration on Youth 111 E. Wacker Dr., Ste 325 Chicago, IL 60601	INSURER A: Great American Ins Co.	NAIC #
	INSURER B: Great American	
	INSURER C: Executive Risk Indemnity Inc.	35181
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	PAC0528534	07/23/2014	07/23/2015	EACH OCCURRENCE \$ 1,000,000	
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	X Professional Liab					PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
X	POLICY	PRO-JECT	LOC			PRODUCTS - COMP/OP AGG \$ 3,000,000	
						Emp Ben. \$ 1,000,000	
B	AUTOMOBILE LIABILITY		CAP1898964	07/23/2014	07/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					X SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	X HIRED AUTOS					X NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT) \$
						\$	
B	UMBRELLA LIAB	X	UMB0528536	07/23/2014	07/23/2015	EACH OCCURRENCE \$ 5,000,000	
	X EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 5,000,000	
	DED X	RETENTION \$ 0				\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER	
Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$	
						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	
A	Empl Theft/ERISA		PAC0528534	07/23/2014	07/23/2015	ERISA 500,000	
C	Directors & Office		81665178	07/23/2014	07/23/2015	D&O 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: RFP No. 1453-13604

Cook County, its officials and employees are listed as additional insured with respect to the above referenced General Liability policy.

CERTIFICATE HOLDER

COOKCOU

Cook County
 Office of Chief Procedure
 Officer
 118 N. Clark Street, Room 1018
 Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EXHIBIT 4

Economic Disclosure Statement (EDS) Forms

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

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

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

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

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ Contract #: _____

Participation: _____ Direct _____ Indirect

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

No _____ Yes _____ 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

Subscribed and sworn before me

this ____ day of _____, 20 ____.

this ____ day of _____, 20 ____.

Notary Public _____

Notary Public _____

SEAL

SEAL

July 23, 2014

118 N. Clark Street | Room 1020

Chicago, IL 60602

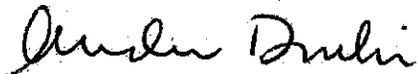
Dear Aleatha Easley,

There are two relevant factors that make it impossible for Youth Network Council dba Illinois Collaboration on Youth to utilize either MBE and/or WBE firms. The first being the nature of the proposed activities. We are contracting with Drs. Mandy Habib and Victor Labruna, co-developers and trainers of Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS), to train clinicians in the SPARCS model. Drs. Habib and Labruna are nationally renowned trainers who co-developed SPARCS and the subsequent adaptations, SPARCS-ST, SPARCS-I, and SPARCS-Junior. Both Drs. Habib and Labruna reside in the state of New York and therefore are not eligible to apply for certification through Cook County or the City of Chicago.

The second factor relates to the evaluation piece of our proposal. In our proposal, we had indicated that we would use Evaluation for Change, Inc. as our evaluator to partially fulfill the utilization of a WBE. Evaluation for Change's Principle Investigator, Holly Lewandowski, applied for certification through the Women's Business Enterprise National Council in May 2014 unaware that this is not a council that meets the requirement of this proposal. Therefore, she will not be certified through Cook County or the City of Chicago as a WBE but will instead have national certification. An email confirming Miss Lewandowski's process of certification through the WBENC is attached.

We believe it is important to continue to contract with both Drs. Habib and Labruna and Evaluation for Change, Inc. due to the success we have had during this current cycle of funding and to maintain continuity among the agencies we are currently working with and those who we will partner with in the next year of funding.

Sincerely,



Andrea Durbin

Chief Executive Officer

Michelle Howell

From: Holly Lewandowski <hlewandowski@yahoo.com>
Sent: Tuesday, July 22, 2014 4:20 PM
To: Michelle Howell; Michelle Arnold
Subject: Fw: Status Update: ReCert - File Complete and ready for review by the Certification Committee

On Wednesday, July 9, 2014 10:00 AM, "wbenclink@cvmsolutions.com" <wbenclink@cvmsolutions.com> wrote:

Please do not reply to this auto-email. If you wish to send an email, please contact your Regional Partner Organization directly.

This correspondence has been sent to you by CVM Solutions Inc. on behalf of the Women's Business Enterprise National Council (WBENC).

Dear Evaluation for Change, Inc. Representative,

Your WBENC recertification application is now complete. Please note that the recertification process can take up to 90 days to complete from the date of this email.

NOTE: If your recert documentation was not complete at least 60 days prior to your certificate's expiration date, there is a possibility that your certificate could expire during the process. If this happens, you will receive an email that you are currently in an expired status and your status will continue to be expired until recertification has been granted.

RPO Name Women's Business Development Center - Chicago

RPO Contact Name Deon Crayton

RPO Address 8 South Michigan Avenue, Suite 400
Chicago, IL 60603

Phone (312) 853-3477

Email certification@wbdc.org

Thank you.

ECONOMIC DISCLOSURE STATEMENT

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

ECONOMIC DISCLOSURE STATEMENT**E. HUMAN RIGHTS ORDINANCE**

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

Yes X No _____

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

111 E. Wacker Drive, Suite 325
Chicago, IL 60601

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

Yes X No _____

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

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

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

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Youth Network Council D/B/A: Illinois Collaboration on Youth EIN NO.: 36-2751382

Street Address: 111 E. Wacker Drive, Suite 325

City: Chicago State: IL Zip Code: 60601

Phone No.: (312) 861-6600

Form of Legal Entity:

- Sole Proprietor Partnership Corporation Trustee of Land Trust
- Business Trust Estate Association Joint Venture
- Other (describe) non profit

ECONOMIC DISCLOSURE STATEMENT

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
<i>none</i>		

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
<i>none</i>		

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.

Andrea Durbin

Chief Executive Officer

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

Andrea Durbin

5/19/14

Signature

Date

adurbin@icoyouth.org

312-861-6600

E-mail address

Phone Number

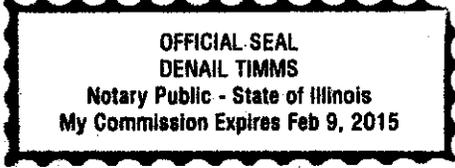
Subscribed to and sworn before me
this *21* day of *May*, 20 *14*.

My commission expires: *2/9/15*

Denail Timms

Notary Public Signature

Notary Seal



ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY BOARD OF ETHICS

**69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD**

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Andrea Durbin Title: Chief Executive Officer
Business Entity Name: Youth Network Council, DBA Illinois Phone: (312) 861-6600
Business Entity Address: collaboration on youth
111 E. Wacker Drive, Suite 325, Chicago, IL 60601

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

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

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

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

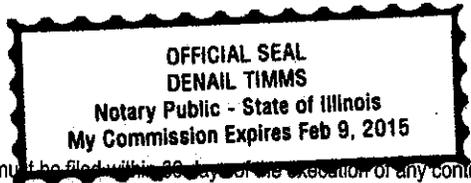
To the best of my knowledge and belief, the information provided above is true and complete.

Andrea Durbin 5/19/14

Owner/Employee's Signature _____ Date _____
Subscribe and sworn before me this 21 day of May, 2014.
a Notary Public in and for COOK County

Denail Timms
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 2/9/15

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A SOLE PROPRIETOR

(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

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

My commission expires:

X _____

Notary Public Signature

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all 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)

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)

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: Youth Network Council DBA Illinois Collaboration on Youth
BUSINESS ADDRESS: 111 E. Wacker Drive, Suite 325, Chicago, IL 60601

BUSINESS TELEPHONE: (312) 861-6600 FAX NUMBER: (312) 861-6601
CONTACT PERSON: Andrea Durbin
FEIN: 36-2751382 *CORPORATE FILE NUMBER: 01006595

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: J. Harry Wells VICE PRESIDENT: Judith Gall
SECRETARY: Jean Aistat TREASURER: Rick Velasquez
**SIGNATURE OF PRESIDENT: J. Harry Wells
ATTEST: J. Jean Aistat (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 21 day of May, 2014.
X Denail Summs
Notary Public Signature

My commission expires 2/9/15
**OFFICIAL SEAL
DENAIL TIMMS**
Notary Public - State of Illinois
My Commission Expires Feb 9, 2015

*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:

John G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF September, 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

1453-13604 D

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 10 2014

COM _____