

PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1453-13605B

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

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY JUSTICE ADVISORY COUNCIL

AND

KUUMBA LYNX

**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
ARTICLE 12: AUTHORITY	28

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 Kuumba Lynx, 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.

1) 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: Kuumba Lynx
4702 North Beacon
Chicago, Illinois 60640
Attention: Jacinda Bullie, Co-Executive Director

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

ARTICLE 12: AUTHORITY

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

EXHIBIT 1

Scope of Services

EXHIBIT 1

Scope of Services**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.

Organization Mission and History

Kuumba Lynx was founded in 1996 by three women who wanted to counter juvenile arrests, gang violence, drug addiction and failing school systems by utilizing Hip-Hop to increase social consciousness, inner peace, creativity, and universal freedom. These women were children of the Hip-Hop generation and recognized its uplifting qualities when offered through a pedagogy centered upon critical thinking and arts literacy. Their approach was to utilize the cultural and artistic aesthetics of urban Hip Hop arts and culture to redefine and deconstruct dominant narratives in order to reshape and empower youth and their communities.

As KL moves more deeply into the 21st Century, we believe Hip Hop Education is helping to define the "new American voice" and demonstrating creative alternatives to drugs, gangs, prejudice, hostility and Chicago's nationally recognized *culture of violence*. KL has committed over 16 years to counter-violence approaches that develop peaceful projects, and provide access to employability & life skill programs that preserve, promote and present positive urban (Hip-Hop) arts, and produce an *empowered youth counter culture!* By making connections between urban arts, youth development and civic engagement, KL deconstructs dominant narratives, in hopes of achieving a more inclusive, and active youth culture. Believing that young people have the tools to take control of their lives through the language and practices of Hip Hop Arts and Culture, KL programs encourage youth to explore their identity & that of others using their own vernacular.

The KL pedagogy upholds Hip Hop's original vision of community pride, self-determination, social consciousness, and constructive life style choices by providing weekly classes & monthly events that promote artistic expression, discipline, and cross-cultural understanding. KL's work stems from its ***We Get FREE*** Hip Hop Pedagogical practice, where the ***We Get FREE credo*** embodies philosophical and methodological practices: We Respect, We Appreciate, We Nurture, We Give Back, We Grow; We create rituals that establish safe space; We engender Esperanza (hope); We inspire Material, Socratic, & Audacious Hope; We gain reflective arts making & arts literacy skills; We create opportunities for critical thought and ethical commentary; We train Hip Hop Mentors and Instructors emphasizing transitional leadership; We create a Family atmosphere where art connects to community, culture and identity; We build relationships with the larger community; We emanate learning experiences utilizing arts and activism; We expose youth to an array of people, places and ideas that celebrate vast ways of knowing.

Current Programming

Annually, KL directly serves approximately 1000 youth on a continuous basis through Hip Hop Arts Programming. KL indirectly serves 2500 youth through monthly and annual Cultural Events. KLPE/FWK/KLAE performances reach an estimated annual audience of 15,000. In total KL is reaching over 18,500 youth and their communities annually.

KL's work emerges as a relevant and innovative vehicle for Chicago's marginalized and too often silenced stories. Using our multi layered approaches to developing youth ideas, and creating artistic works, KL engages youth to use Hip Hop as a site of artistic, cultural, and social resistance and expression for personal and collective liberation. Our programs have several goals: 1) Increase youth knowledge of arts making, Hip Hop arts, and creative expression, 2) Develop leadership skills through the creation of youth-led Hip Hop artistic projects which identify and respond to issues relevant to their lives, 3) Practice social emotional skills and learn strategies for building and maintaining healthy interpersonal relationships, and 5) Promote innovative and provocative responses to social justice issues.

The Hip Hop Arts continuum includes 1) structured arts residencies, workshops and apprenticeship programs mainly in schools, 2) community monthly and annual events, and 3) performances presented by KL ensembles, FootworkKINGz (FWK) and Kuumba Lynx Performance Ensemble (KLPE). KL

apprenticeships and residencies includes 1/2 Pint Poetics (HPP), an oral and literacy program for elementary students, and KLPE Apprenticeships for youth 8-24 that run for up to forty-six weeks. The crux of our work is helping youth demonstrate important knowledge and skills in arts making and learning, including basic theory of urban arts and Hip Hop culture. Youth are trained in dance, visual arts, theater, music, creative writing, performance/slam poetry, and develop the capacity to manage an art project, as well as preserve present and promote art and culture. In 2013, KLPE Apprenticeships served 200 youth at Clarendon Park in Uptown, Little Village High School in South Lawndale, and Michelle Clark High School in Austin. Through our partnerships with After School Matters, we provided stipends to 250 residency & apprenticeship participants. In addition we provided workshops to organizations and universities including NY Schaumburg School, Harris Fellows, and Governors State students.

In 2013, ½ Pint Poetics Arts Residencies and workshops served 12 Chicago Public Schools. Three hundred students received writing and performance instruction enabling them to address critical urban problems and explore solutions for alleviating poverty, sexism, racism, and eco injustice. The culminating ½ Pint Poetics event, a two day poetry-slam sponsored by DePaul University, hosted 12 student teams who competed in front of a sold-out audiences of over 700 people. The event attendees and participants left with a re-energized commitment to promoting social & eco justice living, teaching, and service. The winning team performed in the opening ceremony of the Brave New Voice, an international poetry festival.

This past year, we provided thirteen community events, to a total audience of 1,500. Events included the 1 Luv summer Fest and monthly open mics. In 2013, KLPE and FWK participants provided professional performances to an audience of 14,500+. Venues included the Chicago Sinfonietta, Evanston Arts Fest, Harris Theatre, Hip Hop Theatre Fest, Atlanta's Black College campus, UW Madison Summer Learning Institute, Museum of Contemporary Art and Cadillac Palace.

Awards, Honors, and Recognitions

KL is recognized as pioneers, innovators and the producers of award winning work. The work of KL serves as a national model for arts development, inclusiveness and innovation in urban art and culture through the presentation of the highest quality Hip Hop performances and youth development programs. In 2013, KL was the recipient of numerous awards and honors, and the winner of various competitions. In 2013 and 2014, Youth members of Kuumba Lynx Performance Ensemble (KLPE) competed and won in the annual Chicago teen poetry festival, "Louder than a Bomb," beating out 100 teams, and securing them a place in the international competition Brave New Voices, where in 2013, they finished in the top 15 out of over 75 competing teams from around the world. KLPE also won the Roosevelt University Music and Movement festival. KL received the 2013 Hip Hop Organization of the Year presented by Words, Beats & Rhymes.

Recognition and Awards KL presented the first Hip Hop Eco Literacy and Arts & Cultural Fest at Clarendon park to over 2,500 attendees & participants True Star, Chicago Tribune, The Fly Paper, Chicago Defender, Red Eye, Area Paper, University of Hip Hop, and Columbia College have recognized Kuumba Lynx for excellence in Theatre/Performing Arts and in promoting community development through the arts. Artistic works have appeared on HBO Brave New Voices, 92.3, Radio Islam, and, Red Eye, WBEZ radio.

Creative Directors, Jacinda Bullie and Jaquanda Villegas received the 2008 Louder than A Bomb *Coaches of the Year* award and the 2012 Zulu Nation *Hip Hop Mamas* award. Jaquanda was also honored this fall as a World Peace Keeper by Trail of Dreams World Peace Walkers for making an positive impact on Chicago and the World. Members of KLPE have won the 2011 & 2012 Chuck D Lyrical Award, the 2008, 2010, and 2013 LTAB Poetry Slam Championship. Additionally this spring, KLPE members won a slot at the 2013 Auditorium Theater's Movement & Music Festival as a presenter, and will be the opening act for the 2013 Taking It to the Streets festival headliner, Black Star (Mos Def and Talib Kweli). The

organization was recently nominated for the Words Beats and Rhymes 2013's #1 Globally recognized Hip Hop Arts Organization.

Organizational Capability

BOARD--Kuumba Lynx is directed by a skilled and committed board of diverse individuals. Currently there are 12 board members who represent various professional backgrounds including: education, non-profit management, television production, community organizing and working artists. The 2013 year was strengthened by our strategic planning process. Stakeholders created improvement plans in the areas of board development, fund development, marketing, evaluation, and programming. A key goal was to fundraise to hire a development consultant, as this task has fallen to the Co-Directors, with little time to do so. In 2013, KL received a capacity building grant, leveraging funds to hire a contractual funds development staff to increase revenues.

MANAGEMENT--KL has a strong leadership staff. KL is directed by two co-directors, Jacinda Bullie and Jaquanda Villegas, who are seasoned artists, youth development specialists, and nonprofit leaders. They have grown the organization to serve over 1000 youth each year and hire sixteen contractual teaching artists. KL programs are delivered by tenured and dedicated teaching staff with many years of youth development and arts experience. They are leading educators, professors, artists, activists, and Hip Hop pioneers. Many of the teaching staff are themselves alumni of KL programs.

PROGRAMMATIC AND FISCAL CAPABILITY --KL has proven its ability to handle contracts with multiple funding streams and differing measures, outcomes and reporting mechanisms. Each program funder requires a detailed assessment, case management, service delivery, documentation, evaluation and follow-up. There are internal quality assurance mechanisms, performance management processes, and outcome measurement and evaluation protocols. KL has a robust management information system, keeps detailed participant records, and surveys youth pre and post programming to assess impact. Staff and other stakeholders are also surveyed.

KL has operated with a balanced budget for the last five fiscal years and has accumulated a modest fund balance that provides financial stability. KL has written accounting policies and procedures that provide the basis for a sound internal control structure that include checks and balances. Financial statements are prepared and reviewed monthly with the Board of Directors, and audits are conducted annually.

Kuumba Lynx is staffed by 2 full time positions. The Co-Executive Directors manage, recruit for and instruct in the HHAP continuum of learning (KLPE Apprenticeships, workshops, Arts Residencies, workshops, performances & professional development). Their administrative duties include Board coordination, business management, marketing and community outreach/partnerships, human resources/management of up to 16 teaching artists, financial management & oversight, fund development, grants & contract reporting, assessment & evaluation of participants & staff and strategic planning. All aspects of operations are conducted with the support and oversight of members of the Advisory Board of Directors. Kuumba Lynx is in compliance with CDBG funded programs and has completed the 2012 annual audit.

The organization received CCT capacity Building funds to hire a fund development assistant, receive administrative professional development and to purchase two new computers and software. Program sites are still challenged with daily accessibility to internet and programming use of technology. Members attended Grant Writing and Proposal workshops provided by the Donors Forum, Financial Planning workshops presented by Artwork Fund and staff received a 3 day Professional Development training in SEL and a half day Common Core Training.

Up to five part time college interns assist with daily operation duties and special project implementation. Approximately 75 volunteers support programming annually on site and for special events.

Co-Directors overall responsibilities include:

Program/grants management of the project budget and work plan.

Review and approve all expenses related to the grant.

Manage all subcontract agreements.

Grants management, including preparing project and fiscal reports and summaries of program activities as required.

Manage staff and internal grant processes, consistent with DFS internal policies and procedures

Oversee the development, implementation and evaluation of the annual school and summer programs

Manage the online data & attendance

Oversee the development, implementation, and reports for general and specialized surveys of program participants with regards to literacy and the City of Chicago learning-school to work rubrics

Develop and implement a system for program outreach/marketing

Provide input and oversee all project deliverables.

Comply with KL's strategic plan with regards to programming outcomes and measurements

Community Involvement

The generous support of the Illinois Arts Council has enabled Kuumba Lynx (KL) to continue to reach and impact Chicago's most vulnerable youth through engaging and innovative arts programming. KL has provided direct services to 1000 youth and educators in 2013. Additionally, KL reached 16,000+ people through live performances, screenings and community cultural events. Through a variety of programming, interventions, and collaborations, KL is implementing a pedagogical practice that is re-defining Hip Hop as a tool for arts and culture education, youth development, and community empowerment that places young people in control of their intellectual and artistic development.

KL has delivered meaningful and rigorous arts training and education for at risk youth. KL programs primarily target marginalized youth of color and disadvantaged communities that experience challenges such as gang involvement, criminalization, pushed out/failing out of traditional public schools, displacement as a result of gentrification, homelessness, teen pregnancy, youth parenting, and unemployment. While our programs are citywide, they focus in Uptown, Little Village, Englewood, Humboldt Park, North Lawndale and Bronzeville, some of the most economically and socially challenged communities in Chicago. Our youth are 55% African American, 30% Latino, 5% Native, 5% White 5%, and 5% other. Approximately 90% of the KL constituents receive free or reduced CPS lunch. Our participants are generally 10 to 18 years old (80%), but we also serve 19 to 24 year olds (20%).

KL provided mentorship, guidance, support and skill building to youth to increase academic and social outcomes. KL seeks to use art as a critical intervention for improving youth social outcomes. KL's methods address five essential academic goals --reading, speaking, listening, writing, and analytical thinking. Of youth surveyed, 90% reported improvement in critical thinking, listening, speaking, reading, and writing oral/written literacy areas. Our research data shows youth in our programs are attaining educational benchmarks. 100% of the KLPE Apprenticeship participants graduate from HS, with 80% going on to college as first in their families to attend.

In addition to academic improvements, student gain social and emotional skills. Through arts creation, they are able to practice fundamental social skills, such as self regulation, collaboration, responsibility, problem solving, communication, negotiation, respect, the ability to persist in goal-oriented

activity, to seek help when needed, and to participate in and benefit from relationships. KL's methodology uses the process of creative expression as a metaphor for life that deepens reflection and dialogue, which brings meaning, self-understanding, empathy, connection to others, and allows for behavior change. Moreover, engagement in the process of creative expression without expecting perfection or mastery reduces self-judgment and anxiety that can impede learning, creativity, and future participation. Without performance anxiety, students are more apt to volunteer to lead activities and share ideas, which transfers to more active participation in the classroom (and beyond) and greater willingness to take positive risks. In service of life, these students are acquiring skills for thinking on their feet, generating creative solutions, and expressing themselves with confidence.

Of our youth surveyed, 90% reported building relationships with peers and mentors while developing a final project. In addition, 90% reported having opportunities to use Hip Hop art to explore their identity and experiences and gaining confidence and self awareness by learning to value their own stories as well as the experiences of others. KL gives youth the opportunity to celebrate learning and feel rewarded for risks taken, as demonstrated by consistent engagement with, and progress toward a finished art project. When surveyed 90% of participants reported that through participation in the program they took positive risks.

Serving Illinois Artists

KL continues to promote local artists with a roster of 16 contractual teaching artists. KL aims to cultivate the talent of teaching artists by providing environments that motivate their artistic process and challenges them to growth. We provide them with professional development opportunities, performance opportunities, and networking with other artists and other arts organizations. Continuous professional development is provided in curriculum creation, classroom management, academic standards (Illinois State Standards, ISP goals, CORE) and in KL's "We Get FREE" pedagogy. KL includes teaching artists in our professional theatre company consisting of twenty two members. KL supports both its teaching artists and company members by providing opportunities for them to study with renowned performance artists KL promotes and supports our teaching artists and other artists by encouraging our youth and communities to attend individual performances, exhibits, and or video.

KL is committed to sharing its work and training others in using Hip Hop as a theatrical aesthetic, literary form and educational tool. This year, KL provided in-depth professional development training for artists, teachers and educators outside of KL. We shared our, innovative, tried and proven, pedagogy to support curriculum development and integrate Hip Hop and youth centered learning. We piloted our publication entitled "Braid Tales," which highlights the practices and teaching philosophy of KL, and the development of the 1/2 Pints Poetics curriculum/educators guide. We also released the first episode of a documentary series that explores our youth development philosophy/methodology. The film has been presented at venues including, NYC's Hip Hop Think Tank, DC's Words Beats Life and local community spaces.

Evidence of Community Support

KL has expanded arts audiences, cross arts collaborations, and arts dialogues. KL has used the genre of hip hop arts to introduce youth to a variety of arts experiences. By the same token, youth are trail blazing in introducing hip hop into other art aesthetics. KL has partnered with numerous arts organizations to diversify audiences, increasing their scope of performance, and promote deeper engagement in the arts and arts dialogue. This year, members of KLPE & FWK collaborated with an orchestra of over 70 live classical musicians to present five works at the Chicago Sinfonietta. KL youth also collaborated with Roosevelt University and performed at Harris Theatre with live musicians. KL youth also performed at the Museum of Contemporary Art, Northwestern University, and the University of Chicago. KL youth have performed for more than 16,000 audience members, more than half of who identify themselves as first-time theatergoers. KL ensembles and audience are both multiethnic, bringing together people from an amazing

variety of ethnic, racial, and economic backgrounds.

KL continues to build and strengthen sustainable, institutional partnerships. This past year we partnered with Chicago Public Schools (Office of Service Learning), After School Matters, Northeastern Illinois University (Gear Up), DePaul University (various student groups, and departments), Columbia College (Dance center & Chicago Community Arts Partnerships) University of Illinois @ Chicago (Dept. of Education and Inner City Studies), University of Wisconsin @ Madison (Office of Multi Cultural Affairs), and Young Chicago Authors. These linkages have provided many in-kind resources that offset costs for our Hip Hop Arts programs, including the annual Arts Explosion showcase, ½ Pint Poetics, and several KLPE productions. We also have built partnerships with Stockyard Institute, Zulu Nation, Know Your Rights (Northwestern Law), Blocks Together & CYJC (Juvenile Justice), Immokalee (workers rights & fair wage), IMAN (Inner city poverty), Teachers for Social Change (progressive education), and Cease Fire (Anti-Violence). KL has built national partnerships with Youth Speak Inc., from Oakland, California. We have numerous volunteers and interns that also provide support.

Kuumba Lynx is generously supported by the Chicago Community Trust, Illinois Arts Council, Alphawood Foundation, City of Chicago, Arts Work Fund

Contractor contacts/references:

Kuumba Lynx (KL) is a youth development arts organization committed to developing healthy hearts, minds, and bodies that will in turn create strong community foundations of love. Our goal is to facilitate safe, non-judgmental spaces that challenge students and their communities to deeply engage and listen, critically observe and react, and creatively speak with one another. KL presents, promotes, and preserves positive Hip Hop as a tool to create cross-generational and cross-cultural engagement, and re-imagine and demonstrate a more just world. Our mission is to improve behavioral health and social outcomes among youth of color, and other marginalized youth by using hip hop as a catalyst for positive change and development.

The KL mission is achieved through a continuum of **Hip Hop Arts Programming** that engages youth 8-24 years old in arts making and creative expression that fosters art activism, nurtures positive life choices, and empowers participants with analytics skills, critical consciousness and social emotional development. Participants receive an ongoing variety of urban arts making classes & workshops, performance, publication, film screening & exhibition opportunities, civic engagement projects, and cultural & academic exposures.

Kuumba Lynx's Hip Hop Arts Program is a comprehensive, trauma-informed approach to violence prevention that looks at past exposure to trauma as a main driver of future dangerous behaviors. KL's approach to violence prevention is designed to reduce this cycle of harm, using what we call the "We Get Free" pedagogy that draws on the power of collective consciousness, established relationships, and human agency. We move towards this vision by working to reduce adverse childhood experiences, building community protective factors, and strengthening human resiliency. Our curriculum integrates evidence-based primary, secondary and tertiary violence prevention strategies. Our work deploys three core operating methods: peace and healing circles, apprenticeship/mentoring programs for youth with past traumatic exposures, and teen and parent arts events and performances. Youth are engaged a minimum of three days a week for two hours each day for at least 30 weeks.

The goal of KL's Programs engage at-risk/at-promise youth in a meaningful therapeutic experience by using hip hop music production and cultural expression as tools for healing and empowerment. By incorporating community-defined strategies with proven therapeutic models, KL is able to provide culturally-responsive, youth centered, strength-based care to youth between the ages of 8-24 for whom traditional therapy may not be a good fit. KL's unique approach combines therapeutic, youth development and social justice frameworks into an integrated service delivery model called "We Get Free." Participants learn to share their stories and experiences with their peers through hip hop writing, dialogue, team-building activities, and performance. It provides youth the opportunity to connect with their peers in a safe space where they can re-author their own narratives while learning:

- Self-esteem
- Trust and Safety
- Mutual Aid
- Positive Self Expression
- Adaptive Coping Strategies

KL has two main focuses: 1) Hip Hop Arts Programs, which is comprised of several programs serving youth ages 8-24 in Chicago, with special emphasis on low income youth in the most at-risk areas. 2) KL has two professional companies, with both adult and youth members, that engage parents, families, and communities through community performances and projects. All of our arts programs have a philosophy of

nonviolence and peaceful resolution to conflict as a core tenet. Through the arts, each student learns the fundamentals of conflict resolution, creating a safe and supportive learning environment to practice these skills. In turn, students develop the skills to manage their emotions, resolve conflicts nonviolently, and make responsible decisions, with a deep understanding and connection to their peers, adults, and communities.

In Chicago, where youth violence occurs at alarming rates, far surpassing national rates, these skills not only become helpful, but life saving.

Through music, drama, dance, and visual arts, youth can draw attention to problems in their communities, educate others on the benefits of crime prevention, and suggest ways to prevent crime. Arts and performances for prevention may take many forms, from 10-minute skits to full-length plays, from rap to opera, from posters to sculptures, from murals to musical compositions. KL youth have produced videos and photo essays, designed T-shirts and ceramics, played instruments, created dance pieces, and created spoke word productions—all to promote the prevention of crime and violence. Because they reach a wide audience, arts and performances are effective ways to prevent or reduce crime. By reaching new audiences with each performance or display, arts and performances increase awareness and refresh anticrime messages for those who may have heard but forgotten them. They also communicate messages in multiple ways to emphasize key ideas, allowing youth to use their artistic, musical, dramatic, and other talents to deliver vital information to the community.

KL Hip Hop Programs functions as a forum for youth to explore, express and reshape daily challenges through physical, emotional and creative growth. Offered during critical after-school hours when youth are habitually exposed to destructive lifestyle choices, we provide critical safe spaces. By allowing youth to use their creative talents, arts and performances help youth develop a sense of identity, independence, discipline, and self-worth. These skills prevents or stops students from being either victims or perpetrators of violence. Through the creation of original work that is relevant to themselves and their communities, KL youth use productions to provoke discussion, increase awareness about these issues, and thus promote social change. Additionally, youths' feelings of safety and self worth add to their cognitive, social, emotional and physical development, inspiring them toward long-term, effective participation in school and community.

Staffing Plan

Kummba Lynx's program will be co-administered by the Managing Director, Jacinda Bullie, and the Artistic Director, Jaquanda Villegas. Ms. Bullie will be responsible for all fiscal, instructional, and programmatic issues, as well as overall program administration. Ms. Villegas will supervise the Teaching Artist at each school. She will provide overall project leadership and will communicate directly with school staff, community partners, and the administrative team. Each Teaching Artists will be chosen for his/her arts expertise, leadership ability, management skills, and curriculum experience. Please see full staffing chart:

Position	FTE	Duties
Managing Director	.15	Plan, Recruit, Schedule, Oversee, Administer, Data and Reporting
Artistic Director	.15	Plan, Recruit, Schedule, Oversee, Teach (on site)
Program Assistant/ Teaching Artist	.50	Deliver leadership and violence prevention curriculum. Train and supervise youth leadership and deliver art curriculum
Teaching Artist	.50	Deliver leadership and violence prevention curriculum. Train and supervise youth leadership and deliver art curriculum
Tutor/Mentor (2)	.20	Mentor and guide students
Trainer	.20	Staff training, support, parent training, youth training

Section A: Description of Problem

KL delivers programs in some of the highest need, highest risk communities in Chicago. Our work with youth is much needed to thwart some of the dismal social outcomes. We serve predominantly Africa American and Latino neighborhoods: Austin, Little Village/South Lawndale, and Uptown. These communities experience severe social and economic problems.

Census data shows extremely high rates of poverty, unemployment, violence, and lack of educational attainment.

Indicator ¹	Austin	Little Village (South Lawndale)	Chicago	US
% Majority Race	86.2% African American	83% Latino	28.9%	16%
Households Below Poverty	27%	28.1%	19%	13%
Ages 16+ unemployed	22.1%	14.3%	12%	--
Overcrowded Housing	6.3%	17.6%	--	--
Unemployment	21%	11.5%	12%	8.7%
Per Capita Income	15,920	\$10,697	\$27,940	\$27,915
No High School Diploma	26.1%	58.7%	19.8	14.6%
Homicide Rate	34.4	11.1	15.1	6.1
Teen Birth Rate	81.8	77.5	57	39.1
Hardship Index	73	96	--	--

The rates for these communities are well above city, state, and national averages. Youth and families are struggling as evidenced by below poverty rate at 28.1% (South Lawndale), 22.3% (Uptown), and 27% Austin, while City average is 19%. Adults 25 and older without a high school diploma are 58.7% in South Lawndale and 26.1% in Austin. Per capita income in South Lawndale is \$10,867, and in Austin it is \$15,920, while the City average is \$27,940. (All data taken from *City of Chicago-Public Health Statistics: Selected Public Health Indicators by Community area*, which were based on ACS 5yr data.)

Chicago has been identified as the country's most dangerous city for youth by numerous analyses of city and state police records and U.S. census data (Northwestern University, Medill Reports, 2009). In Chicago, more than 530 people under the age of 21 have been killed since 2008 and many more have been shot or have otherwise suffered violence--often at the hands of their peers and particularly in the city's African-American and Latino communities (Chicago Reporter, 2012).

The area we intend to serve is a high-ranking area for crime, both nonviolent and violent, especially the Austin neighborhood we serve that ranks #1 out of 77 Chicago areas. Austin has had 32 incidences of homicide in the last year, 6 times higher than City average at 5.17. For all violent crime, Austin is the

¹ All data is from City of Chicago Online Data Portal (Public Health Statistics and Reports) based on 2010 US Census and 2007-2011 American Community Survey unless otherwise noted

highest at 1612 incidences and South Lawndale is 4th with 885, which is almost 6 times, and 3 times (respectively) higher than the City average of 296.12 (Chgo Police Dept. data). Much of the violence is attributed to the rampant gang and drug activity in the area.

Beyond homicide and gang violence, the areas we serve rank the highest in the City for child abuse and criminal sexual assault. For the 12 months ending June 30, 2013, child deaths caused by abuse or neglect hit a 30-year high statewide, according to data from the Illinois Department of Children and Family Services. For the first time since 1989, the number of death cases topped 100. Abuse and neglect deaths in which the department had prior involvement more than doubled between 2010 and 2011 — from 15 deaths to 34. There were 34 deaths again in 2012, 15 caused by abuse and 19 by neglect. DCFS FY 2011 statistics, in the Austin area alone there were 1658 alleged victims of abuse, with 337 indicated, among which 32 were indicated sexual abuse. Similarly, in Little Village, there were 1082 alleged victims of abuse, with 209 indicated, and of those 28 were for indicated sexual abuse. These are among the highest in the City.

According to Chicago Police Department Clear Map Summary Data, in the last twelve months, there have been 72 sexual assaults in Austin, 30 in South Lawndale, and 26 in Uptown. The City mean is 15.39, which then means rates in our service areas are almost up to five times the City average. As these statistics detail, people in our target areas, especially young people, are vulnerable to a multitude of violent crimes and resulting trauma.

Based on growing bodies of research, we know that chronic exposure to traumatic stress places thousands of Chicago area children and youth at risk of anxiety, depression, low self-esteem, sleep disturbance and somatization. Left untreated, these symptoms can lead to engagement in maladaptive coping mechanisms and behaviors such as drug use, academic failure, self-harm, bullying, gang involvement, incarceration, and early death.

Section B: Description of Target Population

Kuumba Lynx will serve youth in the following communities: 1) Austin, 2) South Lawndale, and 3) Uptown. As mentioned above, these communities are struggling and in much need of support and services. The youth in our programs are 8-24 old, and are high risk/high need children and youth. Based on our current demographics and program experience we know that many of our youth will also be previously (or currently) a juvenile offender, in the foster care system, teen parents, living in public housing, former sex workers, substance users/abusers, have disabilities and learning disabilities, and be LGBTQ youth. The overwhelming majority of these youth have experienced trauma and violence.

We work intensively in Hip Hop Arts Programs with approximately 850 youth per year. The youth have these characteristics:

- 80% are under 18 years of age
- 60% are African American, 20% Latino, 2% White, 2% Native American, 2% Asian, 14% Other (bi-racial)
- 90% receive reduced lunch
- 15% have a disability

We will continue to work with this youth demographic.

AFRICAN AMERICAN YOUTH HIGH RECIDIVISM RATES

We have worked in the Cook County Juvenile Detention facility for over 10 years, delivering arts programs using a trauma informed approach. We know the issues first hand for youth incarceration. The majority of the youth we work with, both in and out of detainment, are African American youth. The high rate of recidivism among African-American male youth is a major problem in the United States (Kroner and Yessine, 2013). Darendbourg, Perez, and Blake (2013) point out that the United States federal and state inmate populations have increased to over 1.5 million since 2005. Their research showed that, though there have been some small decreases since that time, the decreased levels have had very little impact on the overall annual rate of incarceration which averages about 770,000. The National Institute of Justice (2013) explains that the national inmate population stands at 2.4 million and African-Americans and Hispanics make up two-thirds of that total. This is significant since African-Americans only consist of 12% of the population and the Hispanics population around 16.7%. The National Institute of Justice goes on to point out that the United States has the highest number of people incarcerated than any other democratic nation in the world.

Among African American juvenile arrests, Boulger, Bostwick, and Powers (2012) point out that the re-incarceration rate averages about three times higher than that of Whites. Boulger et al point to the State of Illinois as an example where the African-American male youth recidivism is high. Their State commission report showed that the African male youth recidivism rate is as high as 40%. Jackson (2009) explains that 1 in 3 African-Americans between the ages 20-29 are under the criminal justice system.

The release of prisoners without any educational, employment, and cognitive restructuring addressing anti-social behaviors has a negative impact on the communities they are released in.

ARTS EDUCATION INTERVENTIONS REDUCE VIOLENCE AND RECIDIVISM

Young people who lack adult supervision are vulnerable to community violence and gang recruitment during non-school hours. Youth arts programs offer them a safe and constructive place to go. Rigorous

evaluation of three citywide arts programs for at-risk youth found that these programs decrease involvement in delinquent behavior, increase academic achievement, and improve students' attitudes about themselves and their future. (Prevention Institute)

The research consistently shows that developing young people's social and emotional skills reduces violence and aggression. Broader impacts include improved academic performance and better ability to thrive in schools and in the workplace. Students who demonstrate respect for others and practice positive interactions, and whose respectful attitudes and productive communication skills are acknowledged and rewarded, are more likely to continue to demonstrate such behavior. Students who feel secure and respected can better apply themselves to learning.

The results many studies, including the Blaustein, et al. (2006) study, support the use of interactive arts as an effective means to prevent violence and promote positive behaviors for urban youth, and lend support to arts-based youth violence prevention programs. Evidence from the study suggests elementary school as an important time to provide students with youth violence prevention programs in order to build problem solving skills and stop the development of aggressive behaviors before they become entrenched in student life. Kuumba Lynx works both with elementary and high school students.

Section C: Program Implementation Plan & Implementation Schedule

Kuumba Lynx (KL) is a youth development arts organization committed to developing healthy hearts, minds, and bodies that will in turn create strong community foundations of love. Our goal is to facilitate safe, non-judgmental spaces that challenge students and their communities to deeply engage and listen, critically observe and react, and creatively speak with one another. KL presents, promotes, and preserves positive Hip Hop as a tool to create cross-generational and cross-cultural engagement, and re-imagine and demonstrate a more just world. Our mission is to improve behavioral health and social outcomes among youth of color, and other marginalized youth by using hip hop as a catalyst for positive change and development.

The KL mission is achieved through a continuum of **Hip Hop Arts Programming** that engages youth 8-24 years old in arts making and creative expression that fosters art activism, nurtures positive life choices, and empowers participants with analytics skills, critical consciousness and social emotional development. Participants receive an ongoing variety of urban arts making classes & workshops, performance, publication, film screening & exhibition opportunities, civic engagement projects, and cultural & academic exposures.

KL's work emerges as a relevant and innovative vehicle for Chicago's marginalized and too often silenced stories. Using our multi layered approaches to developing youth ideas, and creating artistic works, KL engages youth to use Hip Hop as a site of artistic, cultural, and social resistance and expression for personal and collective liberation. Our programs have several goals:

- Increase youth knowledge of arts making, Hip Hop arts, and creative expression
- Provide art based therapy and behavioral health promotion and prevention services to at-risk/at-promise diverse youth populations
- Practice social emotional skills and learn strategies for building and maintaining healthy interpersonal relationships
- Develop leadership skills through the creation of youth-led Hip Hop artistic projects which identify and respond to issues relevant to their lives and position youth as health leaders and change makers in their communities and beyond
- Promote 'whole health' at the individual, community and systemic levels
- Foster self-worth, dignity, healthy relationships and healing communities
- Promote innovative and provocative responses to violence prevention and social justice issues

The goal of KL's Programs engage at-risk/at-promise youth in a meaningful therapeutic experience by using hip hop music production and cultural expression as tools for healing and empowerment. By incorporating community-defined strategies with proven therapeutic models, KL is able to provide culturally-responsive, youth centered, strength-based care to youth between the ages of 8-24 for whom traditional therapy may not be a good fit. KL's unique approach combines therapeutic, youth development and social justice frameworks into an integrated service delivery model called "We Get Free." Participants learn to share their stories and experiences with their peers through hip hop writing, dialogue, team-building activities, and performance. It provides youth the opportunity to connect with their peers in a safe space where they can re-author their own narratives while learning:

- Self-esteem
- Trust and Safety
- Mutual Aid

- Positive Self Expression
- Adaptive Coping Strategies

KL has two main focuses: 1) Hip Hop Arts Programs, which is comprised of several programs serving youth ages 8-24 in Chicago, with special emphasis on low income youth in the most at-risk areas. 2) KL has two professional companies, with both adult and youth members, that engage parents, families, and communities through community performances and projects. All of our arts programs have a philosophy of nonviolence and peaceful resolution to conflict as a core tenet. Through the arts, each student learns the fundamentals of conflict resolution, creating a safe and supportive learning environment to practice these skills. In turn, students develop the skills to manage their emotions, resolve conflicts nonviolently, and make responsible decisions, with a deep understanding and connection to their peers, adults, and communities.

In Chicago, where youth violence occurs at alarming rates, far surpassing national rates, these skills not only become helpful, but life saving.

We define violence broadly, as physical act, but also as the forceful result of uncontrolled feeling. As such, KL believes that a comprehensive violence prevention program must address the complex causes of violence. Our philosophy of non-violence, therefore, combines arts programming with a clearly articulated philosophy and methodology of peaceful conflict resolution to assist youth in avoiding or diffusing potentially violent situations, build a more holistic sense of self, increase empathy for others, and augment youths' capacity for productive self expression. It is this focus on engendering peace in the hearts and minds of our students that makes KL effective and unique.

Kummba Lynx's Hip Hop Arts Program is a comprehensive, trauma-informed approach to violence prevention that looks at past exposure to trauma as a main driver of future dangerous behaviors. KL's approach to violence prevention is designed to reduce this cycle of harm, using what we call the "We Get Free" pedagogy that draws on the power of collective consciousness, established relationships, and human agency. We move towards this vision by working to reduce adverse childhood experiences, building community protective factors, and strengthening human resiliency. Our curriculum integrates evidence-based primary, secondary and tertiary violence prevention strategies. Our work deploys three core operating methods: peace and healing circles, apprenticeship/mentoring programs for youth with past traumatic exposures, and teen and parent arts events and performances. Youth are engaged a minimum of three days a week for two hours each day for at least 30 weeks.

KL moves young people to peace using practical, teachable skills that stay with our students. Our curriculum was developed to give young people tools to combat preventable acts of violence such as bullying, gangs, physical or sexual assault, harassment and kidnapping. Through sensitive and skillful introduction of curriculum principles, youth transform fear into power and move about with confidence and resiliency. Our youth experience less isolation, prejudice and violence in their lives by learning to manage their emotions, resolve conflicts nonviolently, practice their discipline, and effectively communicate and collaborate with instructors, peers, their families, and with people different than themselves.

Through music, drama, dance, and visual arts, youth can draw attention to problems in their communities, educate others on the benefits of crime prevention, and suggest ways to prevent crime. Arts and performances for prevention may take many forms, from 10-minute skits to full-length plays, from rap to opera, from posters to sculptures, from murals to musical compositions. KL youth have produced videos and photo essays, designed T-shirts and ceramics, played instruments, created dance pieces, and created spoke word productions—all to promote the prevention of crime and violence. Because they reach a wide audience, arts and performances are effective ways to prevent or reduce crime. By reaching new audiences

with each performance or display, arts and performances increase awareness and refresh anticrime messages for those who may have heard but forgotten them. They also communicate messages in multiple ways to emphasize key ideas, allowing youth to use their artistic, musical, dramatic, and other talents to deliver vital information to the community.

KL Hip Hop Programs functions as a forum for youth to explore, express and reshape daily challenges through physical, emotional and creative growth. Offered during critical after-school hours when youth are habitually exposed to destructive lifestyle choices, we provide critical safe spaces. By allowing youth to use their creative talents, arts and performances help youth develop a sense of identity, independence, discipline, and self-worth. These skills prevents or stops students from being either victims or perpetrators of violence Through the creation of original work that is relevant to themselves and their communities, KL youth use productions to provoke discussion, increase awareness about these issues, and thus promote social change. Additionally, youths' feelings of safety and self worth add to their cognitive, social, emotional and physical development, inspiring them toward long-term, effective participation in school and community.

Activity	Month Begun	Month Completed	Position Responsible	If ongoing, how often
Meet with staff to plan program and scheduling.	June 2014	June 2015	Managing Director, Artistic Director, Site Instructors	Once per month
Develop and post job descriptions	June 2014	July 2014	Artistic Director, Site Instructors	
Develop all project forms and survey tools	June 2014	June 2015	Managing Director	quarterly
Notify community of intent to deliver program	June 2014	July 2014	Managing Director	
Meet with service providers to plan activities and scheduling.	June 2014	June 2015	Managing Director, Artistic Director, Site Instructors	Once per month
Recruit and hire program staff (and volunteers)	June 2014	July 2014	Managing Director, Artistic Director	
Orientation/Train program staff and administrators in program elements and best practices	June 2014	June 2015	Managing Director, Artistic Director, Site Instructors, Peer Mentors	Ongoing monthly
Curricula and program plans will be finalized (based on staff, student, parent input)	August 2015	June 2015	Site Instructors	Monthly review
Purchase program materials and equipment	June 2014	July 2014	Site Instructors	
Recruit clients for program.	June 2014	July 2014	Site Instructors	Every week
Confirm and expand Community Partnerships	July 2014	June 2015	Managing Director, Sites	monthly
Complete pre-assessments of clients	July 2014	July 2014	Site Instructors	
Professional development needs assessment	July 2014	July 2014	Site Instructors	
Enrollment and orientation for all clients	July 2014	July 2014	Site Instructors, and site staff	
Program initiates full operation	August 2014	May 2015	Site Instructors, and site staff	
Hold parent and community orientations	August 2014	April 2015	Site Instructors, and site staff	quarterly
Staff will receive professional development on targeted academic, social, emotional, and youth development topics	June 2014	June 2015	Managing Director, Artistic Director, Site Instructors	Once per month
Form site advisory team that will meet	July 2014	June 2015	Artistic Directors, teachers, parents etc.	quarterly
Meet weekly with staff for seamless programming	June 2014	June 2015	Site Instructors	Bi-weekly
Form youth/client advisory committee	August 2014	June 2014	Site Instructors	Monthly
Observe Program Activities	October 2014	March 2015	Managing Director	Quarterly
Quarterly data and budget review	October 2014	May 2015	All staff	Quarterly
Host student/parent/community event	Dec. 2014	June 2015	All staff	Quarterly
Meet with staff to collect data/evaluations	April 2015	April 2015	Managing Director	Teachers
Complete post-assessments of students	June 2015	June 2015	Site Instructors	
Analyze data and evaluations	June 2015	June 2015	Managing Director	

Section D: Expected Outcomes

The Hip Hop Arts program model engages youth 8-24 years old in a variety of urban arts making classes and workshops, performance, publication, film screening and exhibition opportunities, civic engagement projects, and cultural and academic exposures. The Hip Hop Arts continuum includes 1) arts apprenticeship programs, 2) structured arts residencies and workshops, 3) monthly and annual community events & collaborations, open to the public & all ages & 4) performances presented by our two professional ensembles, a dance company, FootworkKINGz (FWK), and a multidisciplinary Hip Hop theatre company, Kuumba Lynx Performance Ensemble (KLPE). In 2013, KL provided services to 1000 youth and educators. Additionally, KL reached 16,000+ people through live performances, screenings and community cultural events.

The KL mission is achieved through a continuum of **Hip Hop Arts Programming** that equips participants with arts making and analytical thinking skills, while nurturing their educational development, creativity, critical consciousness and social emotional development. Our programs have several goals: 1) Increase youth knowledge of arts making, Hip Hop arts, and creative expression, 2) Increase youth literacy skills and overall educational basic skills, 3) Develop leadership skills through the creation of youth-led Hip Hop artistic projects which identify and respond to issues relevant to their lives, 4) Practice social emotional skills and learn strategies for building and maintaining healthy interpersonal relationships, and responding to trauma, conflict and violence, and 5) Promote innovative and provocative responses to violence and social justice issues.

Through the KL program, youth begin to challenge the complex, deeply rooted inequalities and social norms that perpetuate violence and reinforce tolerance for violence. Violence prevention, intervention, and reduction specific outcomes include: 1) Increase youth knowledge of gender based violence and the roots causes of this violence against women and girls, including the range of ways in which gender injustice is manifested (e.g., inequity, prejudice, discrimination, persecution, poverty, war, genocide, patriarchy, alienation, desensitization and apathy, reduced self-worth), 2) Create youth-led Hip Hop artistic projects which identify and respond to issues of gender-based violence, particularly in their communities, 3) Engage boys and men in changing unequal gender norms and practices; 4) Learn strategies for building and maintaining healthy interpersonal relationships (e.g., effective communication skills and expression of emotions, setting and communicating personal boundaries) and for avoiding or responding to unhealthy, abusive, or exploitative relationships (e.g., assertiveness, refusal, and communication skills, accessing help and support), and 5) Promote effective and appropriate responses to violence (e.g., recognizing gender violence when it occurs, encouraging communication and empathy, promoting responsibility and accountability, speaking up on behalf of others, identifying support services). Youth will be measured with pre and post surveys to measure knowledge and skills. Measures will also be the number of youth that complete training and the number of artistic productions created.

The academic and enrichment components of the program will produce a variety of positive results among participating youth, which will include improved achievement in classroom academics, improved test scores, increased retention rates, and increased commitment to school and attendance. Outcomes include: 1) 60 youth will be enrolled, 2) 70% of youth will be retained and complete the program, 3) 70% will reduce risk behaviors, 4) 3 art mentors/instructors hired, trained and retained, 6) 3 peer mentors recruited, trained and retained. Program will collect monthly, quarterly and yearly data and reports will be issued on a quarterly and yearly basis. Reports will be shared with staff and stakeholders to address program issues and progress. A series of programmatic structure and protocols are in place to achieve the intended out

comes.

QUALITY CONTROL AND ASSURANCE

KL has proven its ability to handle large contracts with multiple funding streams and differing measures, outcomes and reporting mechanisms. Each program funder requires a detailed assessment, case management, service delivery, documentation, data collection process, evaluation and follow-up. There are internal quality assurance mechanisms, performance management processes, and outcome measurement and evaluation protocols. KL has a complex and thorough internal data management system to stay abreast of programmatic issues and trends that allow for meeting program goals and outcomes. KL has a detailed file system and confidentiality protocol to ensure complete client information. A KL Program Administrative Assistant and Data Entry person will be thoroughly trained in our MIS system and to collect, store and transmit data internally for program reports and externally to funders. KL's long history operating multi-site school, after school and summer programs provide the experience and structure to operate an organized, productive, fiscally sound and impactful program.

DATA DRIVEN PROGRAMMING

KL uses data to inform multiple aspects of teaching, learning, and operations. Staff is encouraged to use data to inform programmatic and instructional decisions. Staff review data during weekly scheduled professional development meetings and common planning time. Staff discuss both quantitative data (assessments, monthly, quarterly and annual evaluations, and standardized test scores, etc.) and share qualitative data (observations, reflections from small group, etc.). Data reviews focus on key performance indicators such as attendance, skill gains, and percentage of students meeting goals. Data helps staff determine what is working and what is not working in their classrooms; how satisfactorily their lesson plans are meeting student needs; and how students are comprehending, reflecting, demonstrating, and critically thinking about materials covered. Staff discuss trends and, informed by data, work collaboratively, to make adaptations to curriculum, instructional strategies, and classroom management interventions.

Section E: Planning & Preparation Activities**PARTNERS**

KL will work with its numerous partners to plan and prepare for program activities. KL continues to build and strengthen sustainable, institutional partnerships. This past year we partnered with Chicago Sinfonietta, Roosevelt University, Harris Theatre, Museum of Contemporary Art, Chicago Public Schools (Office of Service Learning), After School Matters, Northeastern Illinois University (Gear Up), DePaul University (various student groups, and departments), Columbia College (Dance center & Chicago Community Arts Partnerships) University of Illinois @ Chicago (Dept. of Education and Inner City Studies), University of Wisconsin @ Madison (Office of Multi Cultural Affairs), and Young Chicago Authors. These linkages have provided many in-kind resources that offset costs for our Hip Hop Arts programs, including the annual Arts Explosion showcase, ½ Pint Poetics, and several KLPE productions. We also have built partnerships with Stockyard Institute, Zulu Nation, Know Your Rights (Northwestern Law), Blocks Together & CYJC (Juvenile Justice), Immokalee (workers rights & fair wage), IMAN (Inner city poverty), Teachers for Social Change (progressive education), and Cease Fire (Anti-Violence). KL has built national partnerships with Youth Speak Inc., from Oakland, California. We have numerous volunteers and interns that also provide support.

RECRUITMENT AND SELECTION

KL currently serves a large number of ex-offenders. We have developed relationships with the juvenile justice system over the years, and we provide our Hip Hop Arts Programs at the Juvenile Detention facility for over 10 years. Due to this, we will use our existing relationships with the juvenile detention facility, and probation to recruit for this program. We also have a long history with the Illinois Department of Children and Family Services, and will continue to receive dually enrolled youth through those contacts. In addition, KL will be working with numerous organizations that work in violence prevention, such as Cease Fire. We work with the Northwestern Law Know Your Rights Initiative that does restorative justice work.

KL has always been successful in enrolling, and over-enrolling for their programs over the years. We have a reputation among community residents who self-refer to our programs. It is not uncommon for participants to travel several hours each way to attend our programs. We use our participants heavily for recruitment and referral. We will continue to use our people-centered recruitment method, which is to go where residents are. This means going to basketball courts, judicial courts, local YMCA's, restaurants and cafés, parks, schools, laundromats, and beauty and barbershops. In addition to conventional outreach methods, we will utilize the web, electronic list serves and on-line social networking such as Facebook, Twitter, and My Space to promote the program.

ENROLLMENT AND ASSESSMENT

We will have regular informational sessions with overview of program and detailed description of curriculum, expectations, etc. where potential participants can come and meet and greet the program. If interested, a potential participant will schedule an individual appointment with our intake department to go through the formal application, interview, and assessment. Individuals will complete a thorough cognitive-behavioral assessment and personal history inventory, to include information on violence, abuse, substance abuse, mental health history, medical history, housing profile, social networks, and more. All Participants complete a 20-hour Job Readiness module, which includes resume writing, job interviewing skills, and other assessments such as a personal inventory and a career inventory. Service plans and individual goal setting plans are created with participants for their portfolios. Participants are monitored on a weekly basis. Supportive services are given. Academic tutoring and service referral is given. Plans are revisited and changes made if needed. KL will have an open and fair recruitment and enrollment process.

Staff Descriptions:

Co Executive Directors:

Jacinda Bullie and Jaquanda Villegas jointly share the duties of fulfilling the KL mission. They share general operations and program management responsibilities which include facilitating the day-to-day organizational and program operations. As directors they handle the programming & management logistics and often instruction for citywide Apprenticeship & Drop In programs, workshops, performances, special projects, collaborative partnerships and art residency programs. Their duties also include staff management, marketing, budget management, public relations, fundraising, program development, community partnerships, assessment & evaluation, community relations & outreach and board relations.

A wife and mother of three, **Jacinda Bullie** is a performance artist who fell in love with Hip Hop and community activism during her school years. Her drive led her to continue her path of learning as she attained a Bachelor of Arts from Columbia College. It was during these times that she adopted the Catherine Cleaver motto of either being a part of the problem or the solution. She was introduced to Islam at the age of 17; however she did not fully convert to the faith until mid 1997. Her art concentrations are performance poetry, creative writing, urban dance, mceeing, and visual arts.

Jacinda gives her time to children and young adults in the Uptown community and citywide as an educator and performance artist she continues to Co- Direct Kuumba Lynx (Arts and Education Organization) bringing over 15 years of programming to Chicago communities. Jacinda's interest in political writing was inspired by this growth and in '92-'93 she wrote a few columns on racism and apartheid, for the original Fly paper, the ZIINE, and Voice (produced by the Uptown Youth FORCE), and The Chi-Town Low Down. Though Jacinda didn't seriously put pen to paper as a poet until the age of 19, she is a spoken word artist/poet by nature, due to her "fearless attempts at exposing her own humanity." Jacinda gives her time to children and young adults in the Uptown community and citywide as an educator and performance artist. Enjoying an occasional rant (hostile poetry) every now and then, she performs at several local storytelling and poetry venues across Chicago, and has been featured in a few community theatre productions. She currently is an active company member with KLPE. As KL Co-Director her duties include general operations management, program coordination, curriculum and performance material development, book keeping, and Creative Director for the (KLPE).

A native of South Carolina by way of Chicago **Jaquanda Villegas**, "Down South hospitality and rustic earthly connections" shine through as she spreads sweet peace and understanding to the youth and community in the streets of Chicago. Born early 70's she was enveloped in the culture of Hip Hop and it is from this culture that her greatest works were created. Her passion lies in performing and working with youth toward social change through utilization of the arts. Her art concentrations are oral tradition, creative writing, tap, African, Latin and Caribbean dance, music, voice, and theater/performance poetry.

Ms. Villegas believes in the power of youth voice, community empowerment, and the healing through the arts; it was with these driving beliefs of whom, coupled with

Kuumba Lynx – Cook County Violence Prevention Grant—KEY PERSONNEL
higher educational goals (beginning w/ Columbia College) that after becoming a wife, and mother of two, Ms. Villegas attained her BA from Northeastern Illinois University. At an early age of 16, Ms. Villegas was employed in Concordia Child Care center as Teen Teaching Assistant, accurately beginning 15 years of arts education teaching and learning moments. Eventually Ms. Villegas was lead to become one of the three Founders, and Co- Directors of Kuumba Lynx (Arts and Education Organization). As KL Co-Director her duties include general operations management, program coordination, curriculum and performance material development, residency management, and Creative Director for the Kuumba Lynx Performance Ensemble (KLPE).

Program Assistant/Teaching Artist/Mentor:

Christopher Thomas is a program assistant responsible for the instruction, booking and program management of both the KLPE Apprenticeship and Drop In program held in Uptown at Clarendon Park. He is also the lead KL instructor for the Juvenile Detention Centers Arts programming held bi weekly inside the Nancy B Jefferson HS at 1100 S Hamilton. He has worked with Kuumba Lynx for the last 7 years.

Chris received an AA from Daley College in Criminal Justice but has been pursuing his passion for performance and dance ever since. He is an educator, choreographer, actor, and dancer. As the Team Captain and a crew member of the award winning Creation Battle Clique he has presented at venues like *Bud Bulliken Parade*, *WGCI Annual Big Jam*, and *Kennedy King*. CFBQ is Chicago #1 footworkin' dance company earning their title through competitive dance battles that employ 160bpm music with swift hops jumps slides and intricate foot placement. His newest dance credits include *BET All Star Competition* and *106 & Park's Wild Out Wednesday*. Chris has a history of dance training that began at an early age.

Kuumba Lynx Key Teaching Artists & Company Members

Leida Garcia, Co Founder, Dance Teaching Artist, KLPE/FWK/KLAE Management

She is a professional choreographer, dancer, and instructor who has toured in Europe, the U. S., and South Africa with several musical artists. She is the founder of Nubian Sol productions in LA. Her history working with teens dates back to 1997 in Chicago's North Lawndale Community. During those years, she developed and implemented in-school and after-school, year-long residencies based in Modern, Jazz, Afro-Latin, and Hip-Hop dance.

Amira Sockett, Emcee/Writing Teaching Artist, 3 years, Paid Contractual Teaching Artist

Amira has been a writer since childhood. She grew up in her father's homeland of Nigeria where she and her family moved shortly after her 7th birthday and didn't return to Chicago for good, until after high school. "I missed a whole lot of hip-hop," she explains, "...but in retrospect, I kinda consider myself lucky to have had such wonderful musical influences like Fela and Sunny Ade in my life. But my mom made sure I had a healthy dose of everything. She played everything from The Spinners, and Roberta Flack,, to Miriam Makeba, Yusef Lateef, and Miles Davis." Within 6 months of being back in the U.S., hip-hop came knocking, when Amina joined her

Kuumba Lynx – Cook County Violence Prevention Grant—KEY PERSONNEL
first rap group. “With roots like that,” she admits. “it’s no wonder I became hip-hop.”
By '92 Amina

Boogie , Dance Teaching Artist, 13 years Paid Contractual Teaching Artist

Laurisha “Boogie” McClarin attended Whitney Young High School and began dancing at the underground House parties of the late 1980’s. She continued her training under Laurie Sanda at Iowa State University and was strongly influenced by her conversations with prominent activists like Sonia Sanchez, Kwame Toure, Dr. Eric Michael Dyson and Dr. Cornell West. Returning to Chicago in 1998, Boogie has continued her formal dance training at the Joel Hall Dance Center, while cultivating her talent for hip-hop and urban street forms with the internationally renowned Rennie Harris and Pure Movement (Philadelphia), The Electric Boogaloos (Los Angeles), Compagnie Kafig (Paris) and Phaze II (ChI).

Bravemonk , Dance Teaching Artists, 9 years, Paid Contractual Teaching Artist

At 26, Daniel "Bravemonk" Haywood is a passionate choreographer/performer/dance educator/mentor who was inspired to "break" by martial arts. He trained in various martial arts as an adolescent, but soon shifted his focus towards mastering the art of breaking. Daniel began teaching urban dance to the "Happiness Club" youth in 2000.

Charles Parks, Teaching Artist, Lead Choreographer, 7 years, Paid Contractual Teaching Artist

At age 24, King Charles 2Face is an emcee, writer, choreographer, actor, singer, teaching artist, and the founder/artistic director of Creation Footworkings Battle Clique. Creation Battle Clique recently won The 2006 UIC Dance Down, both the *BET All Star Competition* and *106 & Park's Wild Out Wednesday* national dance contests. Footworking is an urban street dance rooted in Chicago’s African American community. It is comprised of innovative dance style fusing African, step, tap, and Hip Hop movement. The dance style is traditionally presented in a battle/competitive formats. Charles is recognized nationally for holding the *King of the Circle Dance Down* (Chicago’s ‘01 and ‘05) crown. Though the dance style is fast and sometimes

Darius Parker, Theatre, 4 years, Paid Contractual Teaching Artist

Was born in Chicago and has been working with children for the past two years in Chicago and around the country. After high school he completed two years at Jackson State and is currently studying in the Grow Your Own education degree program at Truman/NEIU. He has traveled around the country doing disaster relief, education, shelter operations, and environmental based work. His experience includes teaching life-skills, hip-hop based education, dance, social justice, violence prevention, and media to youth. She is currently attending Northeastern Illinois University and working on completing her degree in the field of Justice Studies. As part of her education, she has traveled to Mexico and the Dominican Republic studying Spanish and working with children as well. Her future goals consist of continuing to work with youth and in the social justice field.

DR. Gabriel Cortez, Video Teaching Artist, 7 years Paid Contractual Teaching Artist

Currently a professor in the Educational Policy Studies Dept. of NEIU. He has an authentic respect for education and art. His video credits include: “*Chicago Blues*”, “*A Consciousness*”, “*What do you believe in?*” “*Continuing the Dream*”, “*Remembering King, Remembering Love*” “*El Barrio Clocks Our Beatz and Rhyme*”, “*Believe in People, Believe in Rhythm*”, “*Where is Hip-Hop Going?*”, “*Nosotros*”,

Kuumba Lynx – Cook County Violence Prevention Grant—KEY PERSONNEL
“*Immigration builds this nation*”, and “*Do I really know?*”. Growing up in the West Town neighborhood of Chicago, he was surrounded by a variety of cultures and a significant presence of low-income families. It was not rare for people in his neighborhood to drop out of school, join a gang, and/or participate in illegal activities that disrupted any sense of positive community development. Outside of his family, teachers were the only

James Spurgeon, Graff/Muralism Teaching Artist, 17 years Paid Contractual Teaching Artist

Rooted in the idea of challenging society’s perception of what art is, Graffiti Art is the core of James’ urban visual art techniques. He is a self-employed Graff Artist, Teaching Artist, business owner, and lecturer throughout the United States. He is a graduate of Senn High School and an ongoing student of The Art Institute of Chicago. His media includes aerosol paint, air brush, stencil, acrylic, markers and pens. His aesthetic interlocks complicated lettering and complex geometric contours that deliver larger-than-life anecdotes of Hip-Hop, both past and present. James is distinguished both locally and internationally for his letter alterations and reconfigurations as well as color schemes; known as *Wild Style*. His character depictions are authentic to.

Jessie Livingston, Turntables and Visual Art Teaching Artist 3 years, Paid Contractual Teaching Artist

A Columbia College graduate and full time staff of the Chicago Park District, DJ Steff Skills feels it is important for females in Hip Hop to “give back”. She organizes city wide gallery exhibits that feature Chicago’s top and emerging female visual artists. She is a part time muralist and Dj for the KL Drop In Arts and KLPE programs. Her visual work has been featured throughout the nation, most notably at the international B Girl B Festival. She was recently invited to tour Europe for 6 months with up-and-coming female emcee, ANG 13.

Jaquanda Villegas
1121 W. Monticello
Chicago, Illinois 60618
773-550-3849

Artistic Objective: *To teach children the importance of expressing themselves through creative and positive actions. My belief is that we should "let the children speak and hear their expression!"*

Kuumba Lynx
Summer 1996– present

Director

Co-Director and Teaching Artists, responsible for general operations, Arts Residency and Drop In Arts programming, Cultural *Events Coordination, as well as the management and program Instruction for KLPE, the Kuumba Lynx Performance Ensemble and affiliated programs.*

Truman College Gear Up
Winter 2002 – present

Arts Instructor/youth & family mentor

Present annual workshops for gear up youth and participants

Young Chicago Authors
Winter 2000 – 2007

Artist in residence

Teach creative writing and performance art to all grade levels for a minimum of eight weeks

Community Schools
Spring 2005

Artist in Residency

Taught Performance Poetry and developed arts integration curriculum for six and seventh grade students.

Beacon St. Arts Gallery/ Brennammen School
Spring 2004

Artist in residence

Brennammen School

3rd-6th graders were taught performance art integration through performance poetry, and movement, and mask making.

Scrap Mettle Soul
Summer 2002

Assistant Director/ Theatre coach

Assisted in stage direction, and character development, taught theatre work shops

North Lawndale Community Learning Center
Fall 1999 – summer 2002

Artist in residence

5th –8th graders were taught performance art integration through movement, creative writing, mural/costume design, and song. A final performance concluded ten week residency.

McCormick Boys & Girls Club
Fall 1997- summer 1998

Cultural Enrichment Instructor

Achievement Co-Founder and Artistic Director of Kuumba Lynx, a not for profit Arts/Education Organization, and all ages Interdisciplinary Performance Art Company for the past 17years. Through this Kuumba Lynx journey, I have co- produced, programmed, and directed hundreds of shows, classes, and events; moving and motivating thousands of Chicago youth in a positive direction. Champion Slam Coach of 2008, 2010, 2013 and 2014 Chicago Slam Teams. Recipient of the 2014 Zulu Nation Humanitarian Award, and National Recipient of Words Beats & Rhymes 2013 #1 Hip Hop Organization.

Education

Northeastern University

Chicago, Illinois

BA Degree Communication/ Dance, June 2005

2014 Alternatives INC. Certified National B.E.S.T. Site AYD Facilitator

References for KUUMBA LYNX

1. Chicago Sinfonietta

Jim Hirsch, Executive Director

KL Presenting venue

(312) 236-3681

70 E Lake St. Suite 226

Chicago, IL 60601

2. Cristina Salgado,

Service Learning Manager

Chicago Public Schools

KL Collaborative Partner for service projects

Office of High School Programs

125 South Clark Street - 9th Floor

Chicago, Illinois 60603

Phone: 773/553-3425

Fax: 773/553-2148

E-mail: jjschmidt@cps.k12.il.us

www.servicelearning.cps.k12.il.us

3. Rubén Álvarez Silva

Ministry Coordinator for the DePaul Community Service Association (DCSA) and the Community Peacemakers (CPM)

KL Presenting Partner for 1/2 Pint Poetics elementary school literacy project

773-325-1193

rsilvaal@depaul.edu

4. Hodari Davis, Youth Speaks National Director

KL collaborative partner for cultural events and special projects

1663 Mission Street, Suite 604

San Francisco, CA 94103

415.255.9035

info@youthspeaks.org

5. Matilda De Dios

KL collaborating partner for JDTC programming and Know Your Rights

Program Manager, Clinical Associate Professor Northwestern Law school

m.dedios@law.northwestern.edu

773-550-3849

References for KUUMBA LYNX

6. Steve Hosik Moon
Senior Organizer, Youth Programs
Asian Americans Advancing Justice—Chicago
KL community partner
smoon@advancingjustice-chicago.org
773-597-8024

7. Eleni Katsarou
University of Chicago Department of Education
KL presenting partner / professional development for future teachers
<http://www.uic.edu/searchUIC.html>
+3028310 77715
katsarou@fks.uoc.gr

8. Kevin Coval
Young Chicago Authors
KL Presenting and special projects collaborating partner
1180 N Milwaukee Ave, Chi 60642
(773) 486-4331

9. Evelyn Diaz
Commisioner of Department of Youth and Family services
KL Program Support
Phone: 312.743.0300
1615 W. Chicago Ave 5th Floor
Chicago, IL 60622-5127

10. Susanne O'conner
Senior Program Officer- arts & culture
KL program support
Chicago Community Trust
sconnor@cct.org
225 North Michigan Suite 2200 Chicago IL 60601
312.616.8000 Fax 312.616.7955

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. 1453-13605 for Violence Prevention, Intervention, and Reduction Seed Grants (\$40,000), 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
Jacinda Bullie, Managing Director	\$40,000 @.15	\$6,000
Jaquanda Villegas, Artistic Director	\$40,000 @.15	\$6,000

SUB-TOTAL \$ \$12,000

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
Jacinda Bullie, Managing Director	\$6000@.20	\$1200
Jaquanda Villegas, Artistic Director	\$6000@.20	\$1200

SUB-TOTAL \$ \$2400

TOTAL PERSONNEL AND FRINGE BENEFITS \$ 14,400

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
Schools buses for community shows and trips	Various Chicago areas	\$200 each	2 shows and 2 trips @ \$200	\$800
CTA passes for trips to rehearsal and events	Various Chicago areas	\$10.00 each Ventra card	60youth@ 2 trips@ \$3	\$360

TOTAL \$ \$1160 _____

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
Journals, pens, markers, copier ink, storage bins, dry erase, paper, boards, CD, flash drives, etc.	1900	1900
Books, videos, magazines for curriculum	500	500

TOTAL \$ 2400 _____

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
Teaching Artists/Mentors	\$7500 ea. @ 2	15000
Photocopies	1000	\$1000
Costumes	1000	\$1000
Venue rental for performances	2 @\$1000 each	\$2000
Set supplies (wood, canvas, nails, etc.)	\$1500	\$1500
Sound/DJ for performances	2 @ \$300	\$600
Marketing (design, duplication, flyers/posters)	\$1000	\$1000

TOTAL \$ 22,100

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

	Budget Category	Amount
A	Personnel	\$12000
B	Fringe Benefits	\$2400
C	Travel	\$1160
D	Supplies	\$2400
E	Other Costs	\$22100
	Grand Total	\$40,000

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2014

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 S. Wolf + Associates, Inc. 2338 W. Morse Chicago, IL 60645 Polly Kosyla	CONTACT NAME: PHONE (A/C, No, Ext): 312-502-0023	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : First Nonprofit Ins Co		10859
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Kuumba Lynx
Jacinda Bullie
4501 N. Clarendon
Chicago, IL 60640

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		NPP1002161	11/20/2013	11/20/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	X		NPP1002161	11/20/2013	11/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		N / A	FWC1001343	01/01/2014	01/01/2015	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cook County, its officials, employees and agents are additional insureds, but solely with respect to their liability arising out of the named insured's operations or premises owned by the named insured.

CERTIFICATE HOLDER

CANCELLATION

Cook County
118 North Clark St, Room 1018
Chicago, IL 60602

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

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

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

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

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

* See petition to waiver

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.

~~See~~ See petition to waive

CONTRACT NO. 1453-13605

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
this ____ day of _____, 20____.

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

Notary Public _____

Notary Public _____

SEAL

SEAL

ECONOMIC DISCLOSURE STATEMENT

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

A. BIDDER/PROPOSER HEREBY REQUESTS:

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

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

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

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

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

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

(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

We are a small not-profit organization that does not subcontract.

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

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

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

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

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

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

D. OTHER RELEVANT INFORMATION:

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

ECONOMIC DISCLOSURE 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
N/A	
<hr/>	
<hr/>	
<hr/>	

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

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

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

Yes No

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

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

Yes No

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

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

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

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

N/A

(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 AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____

County Department: _____

Applicant Information:

Last name: Hall First Name: Jacinda MI: A

SS# (Last Four Digits): 3875 Date of Birth: 2-5-75

Street Address: 4850 W. Collom

City: CHI State: IL Zip: 60641

Home Phone: (773) 5504229 Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

- A. The Applicant has no judicially or administratively ordered child support obligations.
- B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 7/22/14

Subscribed and sworn to before me this 22 day of July, 2014

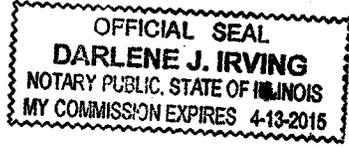
x [Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the contract.

EDS-8

Addendum No. 1
May 1, 2014



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

M/A

Identifying Information:

Name: Kulumbor LVRX D/B/A: _____ EIN NO.: 36-4246321

Street Address: 4501 N. CLAREDDON

City: CHICAGO State: IL Zip Code: _____

Phone No.: _____

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|--------------------------------------|--|
| <input checked="" type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |

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
N/A		

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

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

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
N/A			

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.

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

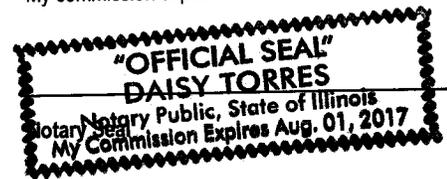
[Signature]
Signature Date 5/21/14

kumbalynejac@gmail.com
E-mail address Phone Number

Subscribed to and sworn before me My commission expires:

this 21 day of May, 2014
X [Signature]

Notary Public Signature



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: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

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

Owner/Employee Name	Related to:	Relationship:
1. <u>N/A</u>		
2. _____		
3. _____		
4. _____		
5. _____		

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

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

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

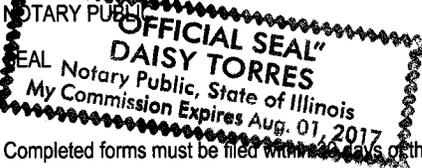
[Signature] _____ 5/21/14 _____
Owner/Employee's Signature Date

Subscribe and sworn before me this 21 day of May, 20 14.

a Notary Public in and for COOK County

[Signature] _____
(Signature)

My Commission expires Aug. 1, 2017



Completed forms must be filed with _____ 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
this ____ day of _____, 20____.

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

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: Kyumbg LNX
BUSINESS ADDRESS: 4501 N Clarendon
Chicago IL
BUSINESS TELEPHONE: 773 530-4229 FAX NUMBER: _____
CONTACT PERSON: _____
FEIN: 364246321 *CORPORATE FILE NUMBER: _____

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Sol Flores VICE PRESIDENT: Brendan Shuler
SECRETARY: Morgan Cleveland TREASURER: Jack Hart
**SIGNATURE OF PRESIDENT: Sol Flores
ATTEST: Morgan Cleveland (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 22 day of July, 2014
X Darlene J. Irving
Notary Public Signature

My commission expires: _____
OFFICIAL SEAL
DARLENE J. IRVING
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4-13-2015
Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE

(SECTION 10)

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

John E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 23 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

1453-13605 B

OR

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

TOTAL AMOUNT OF CONTRACT:
(DOLLARS AND CENTS)

\$ 40,000⁰⁰

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 _____