# PROFESSIONAL SERVICES AGREEMENT

# CONTRACT NO. 1453-13605H

# VIOLENCE PREVENTION, INTERVENTION AND REDUCTION SEED GRANTS

## BETWEEN

## COOK COUNTY GOVERNMENT

## COOK COUNTY JUSTICE ADVISORY COUNCIL

## AND

## AUSTIN CHILDCARE PROVIDERS NETWORK

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 1 0 2014

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# PROFESSIONAL SERVICES AGREEMENT

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# 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 Austin Childcare Providers Network, 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 if this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

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

**Additional requirements**

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

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

iii) **Insurance Notices**

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

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

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

iv) **Waiver of Subrogation Endorsements**

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

**g) Indemnification**

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

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

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

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

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

**j) Examination of Records and Audits**

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

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

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

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

**k) Subcontracting or Assignment of Contract or Contract Funds**

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

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

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

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

**l) Professional Social Services**

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

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

## ARTICLE 4: TERM OF PERFORMANCE

### a) Term of Performance

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

### b) Timeliness of Performance

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

### c) Agreement Extension Option

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

## ARTICLE 5: COMPENSATION

### a) Basis of Payment

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

**b) Method of Payment**

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

**c) Funding**

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

**d) Non-Appropriation**

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

**e) Taxes**

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

**f) Price Reduction**

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

**g) Contractor Credits**

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

## ARTICLE 6: DISPUTES

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

## ARTICLE 7: COMPLIANCE WITH ALL LAWS

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

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

## ARTICLE 8: SPECIAL CONDITIONS

### a) Warranties and Representations

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

i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

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

i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

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

**d) Business Documents**

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

**e) Conflicts of Interest**

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

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

**f) Non-Liability of Public Officials**

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

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

**a) Events of Default Defined**

The following constitute events of default:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Contractor's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

v) Failure to comply with Article 7 in the performance of the Agreement.

vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

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

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

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

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

iv) The right to money damages;

v) The right to withhold all or any part of Contractor's compensation under this Agreement;

vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

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

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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

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

**f) Delays**

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

**g.) Prepaid Fees**

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

## ARTICLE 10: GENERAL CONDITIONS

**a) Entire Agreement**

i) **General**

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

ii) **No Collateral Agreements**

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

iii) **No Omissions**

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

**b) Counterparts**

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

**c) Modifications and Amendments**

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

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

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

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

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

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

**i) Independent Contractor**

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

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

i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

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

## ARTICLE 11: NOTICES

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

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

and

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

If to Contractor: Austin Childcare Providers Network
5701 West Division
Chicago, Illinois 60651
Attention: Ruth Kimble, 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.

## ACPN Executive Summary
## Violence Prevention, Intervention and Reduction Seed Grant

The Austin Childcare Providers' Network (ACPN) is seeking a $40,000 Violence Prevention, Intervention and Reduction Seed Grant for the vocational training needs of our childcare providers. ACPN is a not-for-profit network of 80 home-based family childcare providers, and 15 center-based daycare facilities on Chicago's West Side. ACPN is under the direction of **Executive Director, Ruth Kimble**. Ruth has been a licensed advocate for the education and quality care of children for nearly 20 years.

Our goal is to offer quality early childhood education while equipping women to become community-driven childcare providers. Since 1998, we have educated over 15,000 children in the Austin community and throughout Chicagoland. These children have needed our help in overcoming barriers such as extreme poverty, homelessness and other violence-related factors, which often hinder their ability to become school ready. Our hope is that by better equipping their teachers, we give our children a better chance at overcoming the barriers in their own lives and in the community. However, we need assistance in providing our childcare providers with the level of expertise they need to deal with the unique situations faced especially in our Austin community. Austin is 90% African American. In Austin, there are 11,053 children between the ages of 0-5 and nearly 8,000 families headed by single females with children. Of the children age 3 -5 in our community, only 2,634 children are enrolled either in public or private pre-primary education programs. This means that roughly less than 25% of the children eligible for early childhood education programs are enrolled. The children and families

we serve have been directly impacted by domestic abuse, substance abuse, gang violence, gun violence, incarceration and recidivism.

Unless quality interventions are put in place early, these children are on a predetermined pathway to a cycle of academic problems, poverty and violence. The ACPN childcare providers, who serve this population, need ongoing and progressive professional training to successfully address these challenges, help children become school ready, and give children a chance at breaking the cycle of violence in Austin.

We propose to implement the Illinois Network of Child Care Resource & Referral Agencies' (INCCRRA) Gateways to Opportunity professional development curriculum. Gateways to Opportunity trains and certifies early childhood providers in 7 core competencies, which better equip them to manage the unique challenges faced by our children. These core content areas will be taught in collaboration with our partners from: Erikson Institute, University of Illinois Extension; University of Illinois College of Education, and others. Each of our partners brings extensive expertise in areas including: trauma, domestic violence, anxiety, anger, social work, child behavior challenges, parenting techniques, and early childhood education.

The goal is to have 75 participants complete each of the 4 sessions for Level 1 ECE (Early Care and Education) certification of the Gateways to Opportunity curriculum. These 75 participants will in turn impact 600 children under the age of 6 and their families throughout the course of this 1 year grant. Consequently, this funding will have a three-tier impact to our childcare providers, to the children, and to their families and community.

**Section A: Description of Problem:**

Austin Childcare Providers' Network (ACPN) is a not-for-profit network of 80 home-based family childcare providers and 15 center-based daycare facilities. ACPN provides a network for training, resources, accreditations, support, and other State-mandated requirements for childcare providers that in turn undergird the educational, health, social and developmental services to young children and their families. ACPN members are throughout Chicagoland and downstate Illinois. However, our target community is Chicago's Austin neighborhood.

The 2010 U.S. Census reflects that Austin is challenged with a high unemployment rate at currently 21%. Unfortunately, unemployment is a factor here even without a recession. Our community also has a low level of educational attainment with 27% of adults not having a high school diploma or its equivalent. Consequently, the low educational attainment leads many into criminal activity to sustain their lives as evident with the large number of re-entering prisoners at 14.3 per every 1,000 residents. Per the City of Chicago's data portal, there were 1.5 violent crimes per 1,000 people in Austin just in the month of April 2014.

On top of these challenges are the ones faced by our own early childhood education providers. While about 60% of our network members are taking classes toward their associate's degree in Early Childhood Education, 70% of our childcare providers do not already posses them – something required to have direct partnership benefits with most Head Start delegate agencies in Illinois. Others are interested in achieving accreditation but struggle with completing the rigorous requirements without the support of their peers. In other words, while our childcare providers meet the basic

teaching standards of the State, they are not positioned to be competitive in the arena of early childhood education. This limits their ability to advance their careers, grow their own childcare businesses, and more importantly be among the best and brightest teachers that our children deserve.

All of these factors together contribute to the stressors that present generational issues with education, extreme poverty, and ultimately violence in our community. The children and families we serve have been directly impacted by domestic abuse, substance abuse, gang violence, gun violence, incarceration and recidivism. According to the City of Chicago's data portal, just in the month of April 2014 there have been 143 violent crimes, 298 property crimes, and 493 quality of life crimes in Austin.

**Section B: Description of Targeted Population to be Served:**

According to the 2010 U.S. Census, Chicago's Austin community has a population of 115,422 and is 90% African American. Austin's boundaries are the Milwaukee District West (Metra train line) to the north, Roosevelt Road to the south, Kenton Avenue to the east, and Austin Boulevard to the west. While Austin's reported median household income is $32,676, the average household income of those we serve is between just $17,000 and $20,000.

In Austin, there are 11,053 children between the ages of 0-5 and nearly 8,000 families headed by single females with children. Of the children age 3 -5 in our community, only 2,634 children are enrolled either in public or private pre-primary education programs. This means that roughly less than 25% of the children eligible for early childhood education programs are enrolled. As a result, children entering

kindergarten in our community are not school-ready and consequently struggle to catch up and succeed.

Unless quality interventions are put in place early, these children are on a predetermined pathway to a cycle of academic problems, poverty and violence. A 2012 study issued by the U.S. National Library of Medicine found that Chicago preschoolers assessed within a week of a homicide near their home exhibited lower levels of attention and impulse control, and lower school readiness skills. The ACPN childcare providers, who serve this population, need ongoing and progressive professional training to successfully address these challenges, help children become school ready, and give children a chance at breaking the cycle of violence in Austin. In order to do this, we must strengthen ACPN's professional development so our current and anticipated network providers are equipped to meet the special academic and social needs of our children, and to offer an initial tier of support to their parents and the community.

While this proposal will have a lasting impact on Austin's children, it will also help the childcare providers themselves by offering them additional vocational skills. These vocational skills will in turn help end their own personal cycle of poverty and violence. The Bureau of Labor Statistics, U.S. Department of Labor released its *Occupational Outlook Handbook, 2012-13 Edition*, which included a study on Childcare Workers. Per the study, employment for childcare workers is expected to grow by 20% from 2010 to 2020, faster than the average for all other occupations. In particular, in 2010 there were 1,282,300 jobs in this field and an additional 262,000 new jobs are expected in childcare by 2020. Growth is expected because of increases in the number of children who

require childcare and continued demand for preschool programs. Also, childcare is a consistent employment industry, and one expected to see a spike in growth as the nation's economy improves and more parents seek to go back to work and to find quality, yet affordable care for their children.

The median hourly wage of childcare workers was $9.28 as of 2010, compared to the federal minimum wage of $7.25. Those in formal childcare settings and those with more education usually earn higher wages in this field. Childcare salaries range from $20,000 to $26,000 and earning potential increases for those who own their businesses. Added professional development and credentials will immediately boost a childcare providers' income capacity.

**Section C: Program Implementation Plan & Implementation Schedule:**

ACPN will implement the Gateways to Opportunity curriculum, which is the Illinois Network of Child Care Resource & Referral Agencies' (INCCRRA) professional development system. Gateways to Opportunity credentials are recognized by the Illinois Department of Human Services, and offer our childcare providers four incremental levels of credentials, which validate their expertise in the field and position them to earn higher wages. The credentials sought by our providers are based on their current level of experience and education, and builds as they are ready to matriculate through the four levels of Early Care and Education (ECE) professional development listed below.

| 1. Level 1 ECE Credential | 2.Infant Toddler Credential | 3.ECE Credential | 4.Illinois Director Credential |
|---|---|---|---|
| Basic training in the Early Care and Education (ECE) field. | ECE Credentials required plus specialized skills, knowledge, and experience for ages birth to 3. | Validates practitioner's skills, knowledge, and experience. Basis for specialization credentials. | Validates practitioner's skills, knowledge, and experience of administrators based on national standards. |

All ACPN childcare providers are starting at Level 1 ECE. Eight Level 1 ECE trainings will be held during the grant period's 12 months, consisting of 4 sessions with 2 concurrent trainings. Each session will be 3.75 hours longs and will cover one of the 7 content areas to help participants build a career lattice / ladder. These 7 areas are part of the social emotional development learning required by the curriculum and will serve as ACPN's methodology for violence prevention, intervention and reduction. Providers must complete 7.5 hours per content area, and consequently will meet the requirements for two areas (4 trainings x 3.75 hours each = 15 hours = 2 content areas).

Each Level 1 ECE training session will end with an evaluation to demonstrate what the participants have learned, and follow-up to assess how they apply what they have learned.

The 7 content areas help our childcare providers to develop the professional skills needed to identify, assess, and make referrals to children and their families for services that are critical to preventing violence in homes and in the community. The 7 areas covered are: 1.) human growth and development; 2.) health, safety and well being; 3.) observation and assessment; 4.) curriculum or program design; 5.) interactions, relationships and environments; 6.) family and community relationships; and 7.) personal and professional development.

These components will be taught by our support team of partnering experts, who have extensive experience in these areas with emphases including: trauma, domestic violence, anxiety, anger, social work, child behavior challenges, parenting techniques, and early childhood education. These experts, as listed in the Qualifications section below, are well-qualified to carry out the Gateways to Opportunity methodologies and

also serve as a resource pool for children and families who need referrals for additional services. Once trained, our childcare providers will be equipped to use what they have learned in these methodologies in instructing the children and supporting their families.

These professional development trainings also directly benefit our childcare providers who may know of or personally have challenges in areas of violence such as domestic abuse or gang violence. The structure of the professional development takes the providers through their training together, which provides the peer support needed to increase their likelihood of completing the certifications and advancing their careers.

Consequently, this funding for innovative staff training will have a three-tier impact to our childcare providers, the children, and to their families and community.

ACPN will work with our partners to provide confidential case management for our children, families, and childcare providers. Files will be created and maintained for each individual who is identified as needing personalized referrals, services or resources. These files will contain intake forms, needs assessments, referral recommendations, and follow-up evaluations.

**Section D: Expected Outcomes:**

Each Level 1 ECE session will have a total of 50 participants, consisting of 25 childcare and 25 pre-school representatives. The goal will be to have 75 participants complete each of the 4 sessions for Level 1 ECE, and fully qualify for 2 of the 7 content areas required by Gateways to Opportunity. These 75 participants will impact 600 children under the age of 6, and their families throughout the course of this 1 year grant.

Additional content areas will be taught as our providers are assessed as being ready to matriculate through the curriculum.

| COURSE | PARTICIPANTS | COMPLETIONS | IMPACTS |
|---|---|---|---|
| Level 1 ECE *(Group 1)* | 25 childcare<br>25 pre-school | 37.5 expected completions | 300 children & families served |
| Level 1 ECE *(Group 2)* | 25 childcare<br>25 pre-school | 37.5 expected completions | 300 children & families served |
| **Totals Expected** | 100 registrants | 75 completions | 600 children & families served |

Each training session will end with an evaluation to increase the quality of trainings, assess what participants have learned, and demonstrate how they will apply what they have learned. The evaluation tool meets requirements set by Gateways to Opportunity.

ACPN estimates that at least 75% of our Gateways to Opportunity participants will be network members; meaning they are already certified/ licensed and have engaged our assistance in pursuing careers in childcare. ACPN will send follow-up surveys to each member who participate in the trainings to assess what knowledge and skills they have incorporated into their work with children. Our staff will conduct outreach to each participant to ensure maximum survey participation.

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

ACPN has already partnered with Gateways to Opportunity over the last year to begin preliminary training in the 7-area career lattice/ladder. The Gateways to Opportunity Accreditation Advisors at ACPN will walk our network providers through their credential process. The Accreditation Advisors are experts in the field of Early Care and Education and will coach and support our providers to complete their credentials in a timely manner.

ACPN supplements the direct training our providers receive with Parent Cafés, which are parenting skills workshops conducted in partnership with the Erikson Institute. These workshops take place every Tuesday from 4 pm – 5 pm and are open to our childcare providers and the parents of the children we serve. Each Parent Café is facilitated by Parenting Resource Specialists from Erikson Institute and equips parents with the tools necessary to help them and their children manage anger, frustration and other common factors that can contribute to violence.

ACPN also partners with By the Hand Club for Kids, located in Austin at 415 N. Laramie Ave., Chicago, IL 60644, to host our Gateways to Opportunity trainings and other events. We also have ongoing and strong partnerships with the University of Illinois Extension; University of Illinois College of Education; and Austin Coming Together, which partners with ACPN in the Austin Early Childhood Collaborative. ACPN has a mutually supportive connection with Austin Coming Together in our work to improve early childhood education and care.

**Qualifications of the Proposer:**

Austin Childcare Providers' Network (ACPN) is a not-for-profit network of 80 home-based family childcare providers and 15 center-based daycare facilities on Chicago's West Side. ACPN has a staff of 8: the Executive Director Ruth Kimble, 1 Volunteer, 4 onsite Teachers/network administrators, and 2 Accreditation Advisors. ACPN members are not only childcare providers but business owners who look to us for resources, networking, business training and professional development. ACPN's members are passionate about the needs of families and children at-risk of falling through the cracks. This is not a paid membership. Our mission is to educate and train childcare providers, and equip them to help children in underserved communities. Since 1998, we have educated over 15,000 children. ACPN's services are threefold providing early childhood education to children, parenting resources to families, and professional support to our network providers and teachers.

ACPN sees our role in violence prevention through the lens of education. Providing education for children and vocational training for adults helps attack the cycle of crime, which starts because of desperation due to the lack of quality education and/or extreme poverty.

The West Side has historically been challenged with low-performing schools, high unemployment rates, and consequently crime. Our network offers quality early childhood education and business supports that not only address the educational challenges but also the economic disparities in our community. The goal is to offer quality early childhood education while equipping educators, most of whom are single mothers, to also become community-focused childcare providers.

**Key Personnel:**

ACPN is under the direction of **Executive Director, Ruth Kimble**. Through ACPN, Ruth oversees the 80 licensed childcare providers and 15 day care centers. Ruth has been an advocate for the education and quality care of children for nearly 20 years. She is the owner and director of Channing's Childcare, a licensed day care center in Austin. She serves on the Board of GoodCity and Austin Coming Together, both of which are nonprofit serving Austin. Ruth received her formal education from Triton City College in River Grove, IL. *(Resume attached.)*

**Ruth Kimble**
**1648 N. Natchez**
**Chicago, IL 60707**
**Phone: 773:637-2621**
**Fax: 773:329-7639**
**Quinlan3@prodigy.net**

# RESUME

**Objective:**

**My objective is to work in the field of early childhood education as an educator and an advisor. My mission is to provide education and training to childcare providers in underserved communities. My long term goals are to serve as an advocate for children and help to bring about a change in the education of our children throughout our community.**

**Employment:**

**Job Title** **Executive Director**
**Austin Childcare Providers' Network** **September 1999 - present**

**Job Title:** **Head District Coordinator** **August 2008 - 2010**
**Alternatives Unlimited** **Chicago, Illinois**

**My duties include hiring, training and supervising tutors and enrollment staff. Ensure all tutors have been properly screened. Represent the company at vendor/parent fairs and school meetings. Secure sites for tutoring, including facility use agreements. Assign students to a tutor and assist tutor or head tutor in creating a tutoring schedule. Ensure that student learning plans are created and signed by parents and that progress reports are created and distributed properly. Ensure tutors and students have all necessary materials, and all aspects of student attendance reporting are in place. Manage student and tutor information in database, monitor student's academic progress and communicate with parents. Collect student attendance documentation from tutors or head tutors. Monitor the database for each district. Approve tutor timesheets bimonthly by the deadline. Create and implement a marketing plan for enrollment.**

**Job Title:** **Director/Owner**

**Channing's Childcare Academy** **1996- present**

**I oversee the operation of the center's staff, day-to-day fiscal management and the curriculum.**

**I also serve as a mentor/advisor for the Austin Childcare Providers' Network. This network has membership of 89 family childcare providers and 11 center based owners. My responsibility is to mentor and advise family childcare providers.**

| | | |
|---|---|---|
| **Job Title:** | **Childcare Center Administrator**<br>**God Loves Little Children** | **1994 – 1996**<br>**Hillside, Illinois** |

**My responsibilities consisted of day-to-day operation of the childcare facility. I was responsible for ordering supplies, job training and interviews. It was also my responsibility to handle all the aspects of the budget preparation and maintaining the appearance of the center. I assisted subordinates and identified problems associated with the management of the center. I demonstrated effective presentation skills in the training of the staff. I was also responsible for the approval of the menus and food purchases.**

| | | |
|---|---|---|
| **Job Title:** | **Administrative Assistant**<br>**Amoco Corporation** | **1968 – 1992**<br>**Chicago, Illinois** |

**I worked as an administrative assistant to several executives, performing secretarial and clerical tasks and providing support to a staff of 10 employees. I also worked as a data entry accountant for 4 years in the accounting department. This position consisted of performing clerical tasks in accounting for Amoco's clients.**

**Education:**

| | |
|---|---|
| **Associate Degree in Liberal Arts**<br>**Wright City College** | **May, 1996**<br>**Chicago, Illinois** |
| **Associate Degree in Early Childhood Education**<br>**Malcolm X City College** | **May, 2000**<br>**Chicago, Illinois** |
| **Advanced Certificate in Early Childhood Education – Malcolm X City College** | **May, 2000**<br>**Chicago, Illinois** |
| **Liberal Arts Degree**<br>**Northeastern Illinois University** | **August 2006**<br>**Chicago, Illinois** |

**Awards:**

**Dean's List – Malcolm X and Wright City College**
**Phi Theta Kappa – Malcolm X**
**Childcare Applause Award – 2002**
**Childcare Community Award – Hope Baptist Church**
**Chicago Most Initiative Milestone Award**
**Windflower Second Helping**
**Austin Chamber of Commercial Special Appreciation Award**
**Jefferson Award Nominee – 2 years – 2002 and 2004**
**Mercedes Benz Nominee – 2003**
**Kohl McCormick Early Childhood Teaching Award – Nominee – 2004**
**Illinois Action for Children Award – 2003**
**Provider of the Year Award – Carole Robertson Center – 2004**
**Austin Community Award – Action for Children – 2005**
**Street Saint Award – Good City – 2006**
**Mentor of the Year Award - 2006**
**Good City – Charter One – Program of the Year Award - 2007**
**Outstanding Mentor Award – 2006**
**ABC 7 News' Black History Month recognition - 2010**
**Westside Community Builder's Award - 2012**

**Professional Affiliations:**

**Action for Children – Advisor and trainer**
**United Way – Success by6 – Immunization project – Advisory Committee**
**YWCA – Advisory Committee**
**National Association for Education of Young Children**
**Sistas of the Hood – Advisory Board**
**Westside Health Authority – Lead Task Force – Planning Committee**
**Austin Chamber of Commerce**
**Women's Business Development – Planning Committee**
**Early Learning Council member – Illinois Action for Children**
**Malcolm X City College – Advisory Board Member**
**Goodcity – Advisory Committee**
**Goodcity Board of Directors**
**Chase/Morgan Ad Hoc Committee**
**City of Chicago/Eleanor Foundation Single Mom's Task Force**
**Austin Coming Together - Education committee - Secretary of Board of Directors**
**Alliance for Quality Childcare - Interim President - 2010 - present**
**Austin Early Childhood Collaboration - Chair - 2013 - present**

**Presentation Experiences:**

**Foundation for Family Childcare – Carole Robertson and YWCA**
**Retaining clients in your Childcare business – YWCA**
**Never Fear, Your Assistant is Here – YWCA**
**The Importance of Immunization in Family Childcare**
**Creative and Effective Childcare Contracts – YWCA**
**Developing a Daycare Center – YWCA**
**Financial Literacy – HSBC and Country Financial**

## Bibliography

**I am the founder and president of the Austin Childcare Providers' Network. Since 1998, I have lead the organization from a membership of 5 to a membership of 105 home care providers and 10 daycare centers. It is my passion to provide education and training opportunities to the members of ACPN. Many of these members started with little or no education or training while working in the field of Early Childhood Education, and they have earned 59 college credits toward the Association Degree in Early Childhood Education..**

**My job as the organization's President is to generate and create opportunities for the members of the Network. I have been a licensed childcare provider for 17 years and I earned my Bachelor's Degree in Liberal Arts through Northeastern Illinois University. On January 6, 2007, I officially opened a Daycare Center, Community Technology Center and Training Center for childcare providers in the Austin Community. I continue to pursue developing the network through community partnerships and collaboration.**

**References:**

**Mildred Wiley, Bethel New Life, 773-491-1037**

**Reginald Bachus, Friendship Baptist Church, 913-963-1119**

**Darnell Shields, Austin Coming Together, 773-593-7544**

**Subcontracting or Teaming:**

**Sarah Anderson** is one of the trainers for this program. At Erikson Institute's Center for Children and Families, she provides counseling services ranging from issues with trauma, domestic violence, anxiety, and child behavior challenges. She also provides parent education and child-parent therapy to Austin residents. Ms. Anderson earned her master's degree in social service administration at the University of Chicago.

**Colleen Whittingham** will be one of the trainers for this program. She works at the UIC Reading Clinic, received a master's in Education, Literacy, Language and Culture from the University of Illinois, Chicago (2009) and a bachelor's in Early Childhood Education from the University of Dayton. She will complete her Ph.D. in Curriculum & Instruction, University of Illinois, Chicago, in 2016.

**Dr. Durriyyah Kemp** will be one of the trainers for this program. She provides leadership in social and emotional learning for the University of Illinois at Urbana-Champaign in Cook County. Ms. Kemp earned her bachelor's in Social Science and a master's in Family and Child Ecology from Michigan State University. She also earned her Doctorate in Education from Benedictine University.

**Anne Dempster** will be one of the trainers for this program. Ms. Dempster holds a MS and LSW, and has more than 10 years experience in child welfare, early intervention, family support and early childhood education. She graduated from the dual-degree program at Erikson Institute (2009) and Loyola University Chicago (2010).

**Christine Maxwell** will be one of the trainers for this program. She is the director of the Erikson Institute's New Schools Project. She has a Ph.D. in early childhood

education and over 30 years experience as an early childhood teacher, college professor and school administrator.

# EXHIBIT 2

## Schedule of Compensation

**Section F: Budget**

A, Personnel: Total: $0

B, Fringes: Total: $0

C, Travel: Total: $0

D, Supplies: Total: $0

**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 |
|---|---|---|
| | | |
| Fiscal services, bookkeeping, accounting, 990 filing | Annual 1time cost | $1,000 |
| Rental By the Hand Club | Space for 4 training sessions @ $750 per day | $3,000 |
| Breakfast and lunch | 75 trainees x 4 sessions @ $500 each session | $2,000 |
| Austin Coming Together | Evaluations | $4,000 |
| Austin Coming Together | Email marketing, online registration, outreach, etc. | $3,000 |
| Monthly Newsletter | ACPN mailing | $1,750 |
| Stipends | for 4 Trainers, and 4 co-trainers, 4 sessions @ $2,000 per session | $8,000 |
| Purchase training booklets and handouts | $60 each x 75 trainees @ $4,500 x 50% | $2,250 |
| Payments to local media to market trainings | Quarterly ads, 4 @ $750 | $3,000 |
| Project coordinator Consultant who dedicate 600 hours to develop & coordinate training sessions with the trainers | 50% x $24,000 | $12,000 |

**TOTAL$**

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

| Budget Category | | Amount |
|---|---|---|
| A | Personnel | $0 |
| B | Fringe Benefits | $0 |
| C | Travel | $0 |
| D | Supplies | $0 |
| E | Other Costs | $40,000 |
| | Grand Total | $40,000 |

# EXHIBIT 3

## Evidence of Insurance

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/15/2014

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
CS Insurance Strategies, Inc.
542 S. Dearborn St, Ste. 800

Chicago IL 60605

CONTACT NAME:
PHONE (A/C, No, Ext): (312) 566-9700 FAX (A/C, No): (312) 566-0965
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Hartford Casualty Insurance Co | 29424 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Austin Childcare Provider's Network

5701 W Division St.

Chicago IL 60651

COVERAGES CERTIFICATE NUMBER: Cert ID 873 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 83SBAF09445 | 3/6/2014 | 3/6/2015 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Property - Commercial | | | 83SBAF09445 | 3/6/2014 | 3/6/2015 | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Contract Number,1453-13606 Cook County its officials,employees and agents as additional insured.

CERTIFICATE HOLDER

Cook County

121 N Lasalle St

Chicago IL 60606

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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# EXHIBIT 4

## Economic Disclosure Statement (EDS) Forms

# 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.

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

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

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

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

## ECONOMIC DISCLOSURE STATEMENT

### COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: N/A Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

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

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ Contract #: _____

Participation: _____Direct _____Indirect

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

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

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

_____

_____

_____

_____

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

_____

_____

_____

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

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

| | |
|---|---|
| _____ | _____ |
| Signature (M/WBE) | Signature (Prime Bidder/Proposer) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Firm Name | Firm Name |
| _____ | _____ |
| Date | Date |
| Subscribed and sworn before me | Subscribed and sworn before me |
| this ____ day of _____, 20_____. | this ____ day of _____, 20_____. |
| Notary Public _____ | Notary Public _____ |
| SEAL | SEAL |



***Addendum No. 1***
***May 1, 2014***

## 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)

**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.

Austin Childcare Providers Network

**July 23, 2014**

***Me. Kevin B. Casey, CPPB***

**Office of the Chief Procurement Officer**

**118 North Clark Street, Room 1018**

**Chicago, Illinois 60602**

**Dear Kevin:**

**Austin Childcare Providers' Network in collaboration with Austin Early Childhood Collaborative offers interactive and learning outcome based training in a wide range of therapeutic approaches, including a number of university courses and professional development for child care professionals.**

**Our trainers are graduate, doctorial students and employees from the University of Illinois, University of Chicago and Erikson Institute. (see responses attached to our request to each trainer).**

**I have reached out to all the contractors who will be working on this project and none of them have the Minority Women's Business certification.**

**These consultants from Erikson Institute, University of Chicago and University of Illinois are well equipped to provide therapeutic residential child Care and child Placement Schemes that require specialist approaches.**

5701 W. Division Chicago, Il 60651
p 773.379.7627 | f 773.379.7639 | quinlan3@prodigy.net
www.austinchildcareprovidersnet.org

**These clinicians are well qualified and have years of experience in trauma informed practice and they can promote new thinking, outcome measures and assessment of practice in all areas of childcare, home based adoption, foster and kinship care.**

**We are therefore requesting a waiver to allow us to work with organizations that do not have the M/WBE certification.**

**Respectfully,**

Ruth Kimble

**Ruth Kimble, Executive Director**

**Subject:** Re: MInority Buiness or WBE certification

**From:** Colleen Whittingham (colleen.whittingham@gmail.com)

**To:** quinlan3@prodigy.net;

**Date:** Tuesday, July 22, 2014 1:28 PM

Unfortunately no since I am not registered as an independent entity. But you should be! :)

C

On Tue, Jul 22, 2014 at 1:00 PM, Ruth Kimble <quinlan3@prodigy.net> wrote:

> Hi Colleen and Sara, are either of you certified through the Minority Business or WBE? We have applied for funding from the County and they want to know.
>
> If you are certified, please send me something stating your certification is in effect.

# 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

### 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:

5701 W DIVISION
Chicago, IL 60651

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):** 16-05-405-018-0000
16-05-406-001-0000
16-05-417-006-0000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

_____

_____

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

# Real Estate Ownership Disclosures

**Real estate owned by the Undersigned in Cook County**

**Permanent Index number 13-31-422-015-0000**

# ECONOMIC DISCLOSURE STATEMENT

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

**This Statement is being made by the** [ ✓ ] Applicant or [ ] Stock/Beneficial Interest Holder

**This Statement is an:** [ ✓ ] Original Statement or [ ] Amended Statement

**Identifying Information:**

Name: Ruth Kimble D/B/A: Austin Childcare Provider Network EIN NO.: 364395447

Street Address: 5701 W Division

City: Chicago State: IL Zip Code: 60651

Phone No.: 773 379-7627

**Form of Legal Entity:**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| [ ] | Sole Proprietor | [ ] | Partnership | [✓] | Corporation | [ ] | Trustee of Land Trust |
| [ ] | Business Trust | [ ] | Estate | [ ] | Association | [ ] | Joint Venture |
| [ ] | Other (describe) _____ | | | | | | |

CONTRACT NO. 1453-13605

## 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.

Ruth Kimble — Executive Director

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

Ruth Kimble — 7-19-14

Signature — Date

Qurlan30@prodigy.net — 773-379-7627

E-mail address — Phone Number

Subscribed to and sworn before me

this 19 day of July, 20 14.

My commission expires: 11-10-2016

x

**Notary Public Signature**

**Notary Seal**

OFFICIAL SEAL
YVONNE BENSON
Notary Public - State of Illinois
My Commission Expires Nov 10, 2016



***Addendum No. 1***
***May 1, 2014***

# 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.

CONTRACT NO. 1453-13605

## 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: N/A 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._____

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.**

_____ _____

Owner/Employee's Signature Date

Subscribe and sworn before me this_____day of _____, 20_____.

a Notary Public in and for_____County

_____

(Signature)

NOTARY PUBLIC My Commission expires _____

SEAL

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

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



***Addendum No. 1***
***May 1, 2014***

# 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: N/A

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_____.

X_____

**Notary Public Signature**

My commission expires:

_____

**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: N/A

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_____.

X_____

**Notary Public Signature**

My commission expires:

_____

**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.

CONTRACT NO. 1453-13605

## 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: N/A

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.**

**COOK COUNTY SIGNATURE PAGE**

**(SECTION 10)**

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

Sam E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 22 DAY OF September ,20 14.

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

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

1453-13605H

**OR**

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

TOTAL AMOUNT OF CONTRACT: $ 40,000 00

(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 10 2014

COM

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY

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

***Addendum No. 1***
***May 1, 2014***