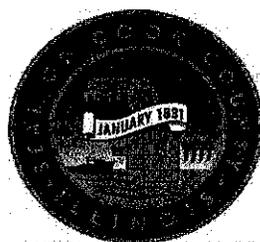


PROFESSIONAL SERVICES AGREEMENT

CONTRACT NO. 1453-13606C

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

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY JUSTICE ADVISORY COUNCIL

AND

GUIDE RIGHT ORGANIZATION

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

SEP 10 2014

COM_____

PROFESSIONAL SERVICES AGREEMENT

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

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Guide Right Organization, 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 Mini-Seed Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

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

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

TERMS AND CONDITIONS

ARTICLE 1: INCORPORATION OF BACKGROUND

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

ARTICLE 2: DEFINITIONS

a) Definitions

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

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

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

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

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

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

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

b) Interpretation

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

c) Incorporation of Exhibits

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

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

ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

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

b) Deliverables

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

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

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

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

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

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

f) Insurance

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

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

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

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

Coverages

i) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

ii) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

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

iii) **Commercial Automobile Liability Insurance**

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

iv) **Professional Liability**

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

Additional requirements

i) **Additional Insured**

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

ii) **Qualification of Insurers**

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

iii) **Insurance Notices**

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

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

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

iv) **Waiver of Subrogation Endorsements**

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

g) **Indemnification**

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

h) Confidentiality and Ownership of Documents

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

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

i) Patents, Copyrights and Licenses

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

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

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

j) Examination of Records and Audits

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

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

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

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

k) Subcontracting or Assignment of Contract or Contract Funds

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

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

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

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

D) Professional Social Services

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

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

ARTICLE 4: TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Chief Procurement Officer and its term shall begin on 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: Guide Right Organization
11006 South Michigan Avenue
Chicago, Illinois 60628
Attention: Aaron Mallory, Chief Executive Officer

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

ARTICLE 12: AUTHORITY

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

EXHIBIT 1

Scope of Services

EXHIBIT 1
Scope of Services

Purpose

The purpose of grants offered under this initiative is to build the organizational capacity of agencies who work to reduce the incidence of violence in Cook County through meaningful programs. Eligible agencies/organizations include those whose programs focus on best practices with proven success in reducing criminal involvement and risk of involvement in violence as the victim or perpetrator including, but not limited to: cognitive behavioral therapy, Functional Family Therapy, Multi-Systemic Therapy, soft skill building, education and school re-engagement, jobs programs, employment training, vocational training, mentoring, school re-engagement, balanced and restorative justice, civic engagement, evening and weekend extracurricular activities, and academic tutoring.

Proposal Requirements

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

- Agency Description
- Statement of Agency/Organizational Need
- Proposed Scope of Work
- Timeline for Proposed Scope of Work
- Budget

Agency Description

Contractor shall provide an agency description that includes how long the agency has served residents of the Cook County community, the kinds of services and programs the agency provides to address the issue of violence, the client population, and the geographic area the agency will serve.

Statement of Agency/Organizational Need

Contractor shall provide a brief statement describing the agency/organizational strengths, weaknesses/deficits, and opportunities for growth, service expansion, and capacity building.

Proposed Scope of Work

Contractor shall provide a detailed description of the proposed scope of work designed to increase agency/organizational capacity and any new services provided to address the issue of violence.

Timeline for Proposed Scope of Work

Contractor shall provide a timeline of events detailing the activities supported under this "Mini-Seed" grant over the next 12 months.

Budget Page limit: (4 pages)

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

Executive Summary

Violence and crime remain a concern for residents of Cook County, and there is a pressing need to provide programs that address these critical issues. Many of the consequences associated with violence and crime are disproportionately experienced by young, African American males. This specific population is particularly vulnerable to the negative outcomes of violence and crime, and is in need of preventative and interventional services.

Guide Right Organization (GRO), a nonprofit located in South Chicago, was created specifically to address such issues. Our goal is to equip disadvantaged youth and their parents with the necessary skills to overcome various social, emotional, educational, and economic challenges that act as barriers to healthy development. Serving African American and Hispanic males 13-18 years of age, our objective is to help populations that have historically experienced multiple barriers to success.

GRO is requesting a \$10,000.00 grant to expand its Youth Development Program to Cullen Elementary School, which is located in the Roseland neighborhood of South Chicago. The Roseland community is plagued with poverty, violence, and scarce resources, which contributes to low academic achievement among Cullen Elementary students.

There are approximately 20 to 25 hours per week that children are out of school while most parents are at work, creating an "after-school gap" during which they are unsupervised. This gap provides opportunity for youth to engage in risky behaviors such

Executive Summary

as drug use, vandalism, and violence. After school programs have been proven to minimize such crimes among youth (Afterschool Alliance, 2007).

GRO's Youth Development program offers after school programs providing social and emotional learning opportunities, homework help, and culinary and health education three days a week. Each youth participant is partnered with a mentor, whose main purpose is to provide a positive relationship and offer support as the youth develops into an adult. The mentors apply cognitive and behavioral therapy techniques during their interactions with the participants, under supervision from the Social & Emotional Learning instructor, who is a licensed counselor. Using evidence-based therapy practices and progress evaluation tools, GRO facilitates constructive behavioral and academic development for at-risk youth.

The organizational structure (Figure 1) within GRO is comprised of the Chief Executive Officer (CEO), Director of Operations, Chief Financial Officer (CFO), and Program Coordinator. Aaron Mallory serves as the CEO and founder of GRO. Tiffany Morgan serves, as the Director of Operations within GRO. Jeron Dowell serves as the CFO within the organization. Leonard Drake serves as the Coordinator of the Youth Development Program. Stacey Kennedy serves as the Social & Emotional Instructor for the program. Khali Smith will be providing the culinary and health education workshops.

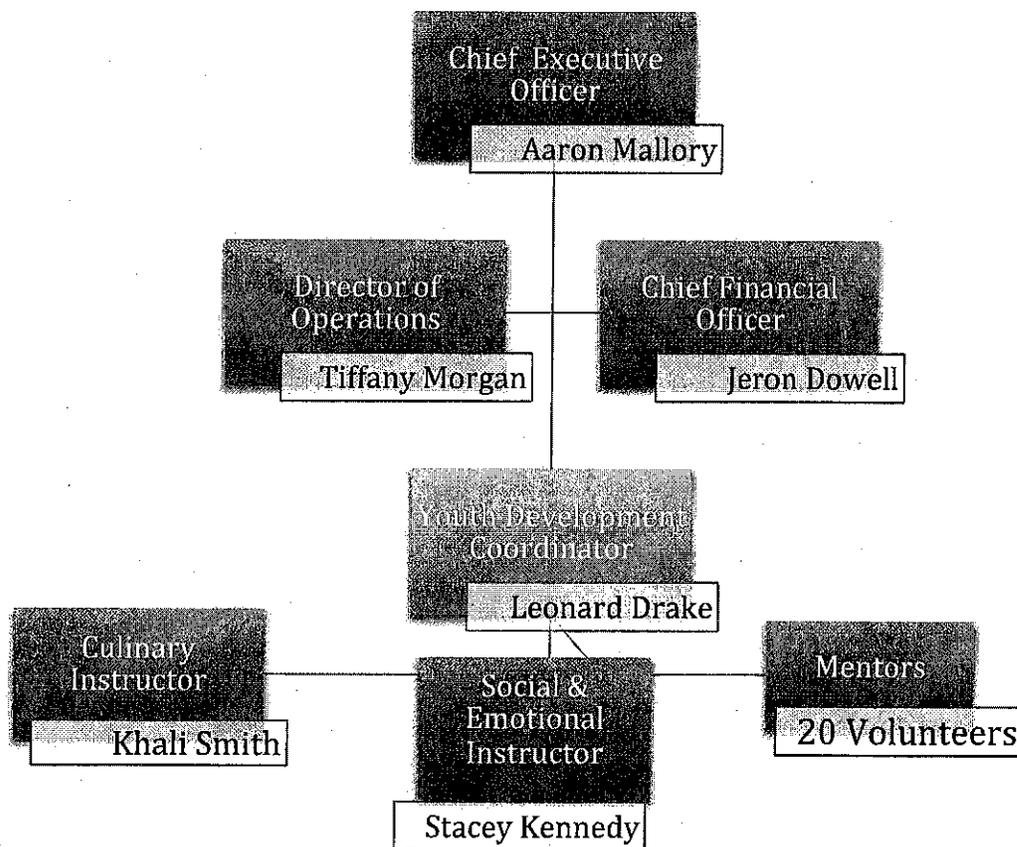
While GRO has dedicated and qualified staff to provide these services, lack of funding has been a major constraint on its ability to expand services to create a broader impact in the Roseland community. With this grant, GRO will be able to make a difference in the

Executive Summary

lives of many students at Cullen Elementary, helping to broaden its positive impact on the community and minimizing violence within the community.

Figure 1:

Guide Right Organization Youth Development Program Organizational Chart



Agency Description

Guide Right Organization (GRO) believes that troubled and disadvantaged youth will become change agents and future leaders within their communities. GRO was initiated in the fall of 2010, and began providing services in Cook County, targeting the city of Chicago. GRO has evolved into a multifaceted organization that provides after school programming, therapeutic services, cognitive and behavioral based mentoring programs, and social and emotional learning to address the issues of violence within Cook County. In November 2012, GRO became incorporated as a not-for-profit organization and received its 501c(3) tax-exemption under the Internal Revenue Service.

In a recent analysis of our target communities, we determined Roseland to be one of the most at-risk communities in need of our programming. Roseland, a neighborhood located in the south side of Chicago, has high rates of poverty and violent crimes, lack of resources, and low academic achievement rates among school-age children.

In Roseland, 94.7% of the residents are African American and 25.7% of the residents live below the federal poverty level, compared to Chicago's 21.4% (Census Data). The per capita income within the Roseland community is \$17,974 compared to Chicago's \$27,148, and 17.8% of the residents within the community are unemployed compared to Chicago city wide of 11.1%. Roseland is ranked 12th among Chicago's 77 community areas for violent crime reports. Between April 2, 2014 and May 2, 2014 there have been 67 reports of violent crimes, 143 reports of property crimes, and 152 reports of quality of life crimes within Roseland (Chicago Tribune, 2014). The GRO's target population is African American and Hispanic males who are 13 to 18 years old and represent the majority of victims and offenders of violent crimes in Cook County (Juvenile Justice System).

Proposed Scope of Work

To reduce violence, GRO's Youth Development (YD) program provides afterschool programming and mentoring that includes homework help, social and emotional learning, and health and culinary education. The YD program is seeking to expand its existing services to provide assistance to a caseload of twenty, eighth grade males at Cullen Elementary School, Tuesdays, Wednesdays, and Thursdays from 3:30PM to 6:00PM. The YD program will provide employment opportunities and increase the organization's sustainability for future funding opportunities.

Academic Assistance: *Tuesday, Wednesday, and Thursday 4PM-5PM:* Participants will obtain academic support from interns who are studying education and social work at Chicago City Colleges. Participants will complete homework assignments and obtain tutoring in their areas of academic weakness. Youth that engage in violence tend to have high truancy and dropout rates. Youth that have truancy problems tend to perform poorly in school and loose motivation (OJJDP, 1998). Providing academic support improves participant's academic performance, reduces truancy and reduces acts of violence among teens.

Social & Emotional Learning: *Wednesday 5PM-6PM:* Participants will acquire knowledge and skills to: managing emotions, set and achieve positive goals, establish positive relationships, learn conflict resolution, and care for others. SEL has been shown to improve teen's behaviors in school, attitude towards self and community, and preparation to become responsible adults (CASEL, 2008).

Culinary: *Tuesday and Wednesday 5PM-6PM:* Participants will engage in a health and culinary workshop. The workshop will teach the participants how to cook and prepare healthy meals.

University of Oxford has conducted studies in which adding vitamins and nutritional meals to a young persons diet minimized crime by 25%.

Mentoring: *Two contacts per month:* Each participant within the program will be assigned a mentor. GRO will be partnering with Chicago State University's fraternities in recruiting mentors. The mentor will utilize cognitive and behavioral techniques during the sessions. The model will follow that of the evidence-based Big Brothers and Big sisters program.

Qualifications of the Proposers

Guide Right Organization (GRO) has provided services to address violence in Cook County since 2010. The organization has partnered and collaborated with several agencies over the past three years. In 2012, GRO started providing pro bono mentoring and after school program with Chicago Youth Centers. Additionally, GRO started mentoring, tutoring, and therapy services pro bono to Banner Academy in 2011 and 2012.

Currently GRO is collaborating and partnering with four organizations implementing six programs. GRO is contracted with Banner Academy to provide Truancy assistance and One to One Academic Support and Therapy. GRO is contracted with Phalanx Family Services and Chicago Public Schools to provide Social and Emotional Learning to students that have dropped out of Chicago Public Schools. Additionally, GRO is contracted with Chicago Youth Centers to provide after school programming. The organization provides homework help, martial arts, culinary art, and fashion design to several schools under this contract. GRO is also contracted with Excel Academy to provide college enrichment to the seniors at the academy. GRO has twelve part time employees and one full time employee.

Chicago Public School Reengagement Program

Partnership Initiation: 2014

Partner: Phalanx Family Services

Number of Staff Provided: 4

Funding Amount: \$40,000

Contact Person: Tina Sanders

Qualifications of the Proposers

Email: tsanders@phalanxgrpservices.org

Phone: (773) 291-1086

Address: 1201 W 115th St, Chicago, IL 60643

After School Programs

Partner: Chicago Youth Center

Partnership Initiation: 2012

Number of Staff Provided: 7

Funding Amount: \$35,000

Contact Person: Latasha Battie

Email: latasha.battie@chicagoyouthcenters.org

Phone: (312) 913-1700

Address: 218 S Wabash Ave, Chicago, IL 60604

Academic Support & Truancy

Partner: Banner Academy

Partnership Initiation: 2011

Number of Staff Provided: 2

Funding Amount: \$20,000

Contact Person: Byron Stingily

Email: bstingily@bannerlearning.org

Phone: (773) 622-6954

Address: 819 N Leamington Ave Chicago IL 60651

Statement of Agency/Organization Needs

Guide Right Organization's (GRO) strengths are comprised of a talented and committed board, strong leadership, and efficiency in raising unrestricted funds. GRO's board is comprised of dedicated individuals that have devoted their time, resources, and finances to support the organization, and consists of businessmen, social workers, educators, and stakeholders within the community. The Chief Executive Officer (CEO) & Founder has devoted the last five years to working with disadvantaged youth and addressing violence prevention. He is currently pursuing a Master's in Social Service Administration (SSA) at the University of Chicago to become more effective in his role when serving the aforementioned population.

Currently, the organization has been successful in raising unrestricted funds that are invested into efforts aimed at achieving GRO's mission. While GRO has been effective in raising unrestricted funds, one weakness is the lack of funding through private and government means. Within GRO, 80% of the organization's funding comes from collaborations and partnerships from schools and bigger organizations.

In addition to our strengths and weaknesses, GRO has opportunities to expand and grow. The organization has initiated a capital campaign to raise funds for a 15-passenger van to assist in keeping youth off the streets and minimize negative interactions that occur when youth are commuting to programs. To date, the organization has raised \$2,000 of the needed \$3,500 to achieve this goal. Additionally, GRO is in the final round of the Springboard Foundation grant. If the organization is selected this will be a five year partnership. GRO is also a data driven organization, currently utilizing Apricot, an online database tracking system to measure clients served within the organization. Currently GRO is operating under four contracts with six programs. GRO has twelve part time employees and one full time employee.

Timeline for Proposed Scope of Work

Week	Task
July 2014	<ul style="list-style-type: none"> • Meet with administrators at Cullen Elementary to go over room reservations and target students for the program. • Meet with City Colleges of Chicago to identify interns that will be providing academic support and tutoring. • Meet with Chicago State University, Director of Greek Life. Begin to work with fraternities in recruiting mentors.
August 2014	<ul style="list-style-type: none"> • Meet with the Youth Development program coordinator and begin putting training information together for inters and mentors. • Meet with Social & Emotional Learning instructor and finalize the curriculum. Input all of the assessment and tracking tools into the Apricot data management system. • Meet with administrator at Cullen Elementary to go over logistic and planning for upcoming school year.
September 2014	<ul style="list-style-type: none"> • Conduct intern training and introduce inters to Cullen Elementary administrators. • Programming begins at Cullen Elementary. • Program Begins (Tuesday, Wednesday, Thursday: 3:30PM – 6PM). • Meet with Chicago State University and Geek Life Advisor. • Conduct mentor training.
October 2014	<ul style="list-style-type: none"> • Mentor & Mentee Outing. • Program (Tuesday, Wednesday, Thursday: 3:30PM – 6PM).
November 2014	<ul style="list-style-type: none"> • Administer performance survey to participants and parents enrolled in the program. • Mentor & Mentee Outing. • Program (Tuesday, Wednesday, Thursday: 3:30PM – 6PM). • Conduct staff and intern supervision.
December 2014	<ul style="list-style-type: none"> • Evaluate data collected. • Submit report to funder. • Conduct staff and intern supervision.
January 2015	<ul style="list-style-type: none"> • Meet with Administrator at Cullen Elementary. • Meet with mentors, collect documentation, and provide brief training. • Conduct staff and intern supervision.
February 2015	<ul style="list-style-type: none"> • Mentor & Mentee outing. • Program (Tuesday, Wednesday, Thursday: 3:30PM – 6PM).
March 2015	<ul style="list-style-type: none"> • Program (Tuesday, Wednesday, Thursday: 3:30PM – 6PM). • Mentor & Mentee outing. • Conduct staff and intern supervision.
April 2015	<ul style="list-style-type: none"> • Program (Tuesday, Wednesday, Thursday: 3:30PM – 6PM). • Conduct staff and intern supervision.
May 2015	<ul style="list-style-type: none"> • Meet with mentors, collect documentation, and provide brief training. • Program (Tuesday, Wednesday, Thursday: 3:30PM – 6PM). • Conduct staff and intern supervision.
June 2015	<ul style="list-style-type: none"> • Program Concludes • Compile Data • Submit Reports • Plan for 2015 – 2016 programming.

Qualifications of the Proposers

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Chicago Public School Reengagement Program

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Number of Staff Provided: 4

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Contact Person: Tina Sanders

Qualifications of the Proposers

Email: tsanders@phalanxgrpsservices.org

Phone: (773) 291-1086

Address: 1201 W 115th St, Chicago, IL 60643

After School Programs

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Email: latasha.battie@chicagoyouthcenters.org

Phone: (312) 913-1700

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Funding Amount: \$20,000

Contact Person: Byron Stingily

Email: bstingily@bannerlearning.org

Phone: (773) 622-6954

Address: 819 N Leamington Ave Chicago IL 60651

5/15/14
Shannon E. Andrews
Chief Procurement Officer
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, IL 60602

Dear Shannon Andrews,

On behalf of Guide Right Organization, I am submitting a grant request to the Cook County Government in the amount of \$10,000.00 for the Youth Development Program.

The Youth Development Program is designed to assist students that are struggling academically and behaviorally through mentoring and academic assistance. We are proposing support for an after-school mentoring program, which would include homework help, life skills classes, and behavioral management for eighth grade students. Each student will be assigned a mentor, who would be responsible for engaging the student in skills training, including Social Emotional Learning, and Cognitive Behavioral Therapy.

Guide Right Organization has previous experience working with youth in violence prevention, intervention, and reduction, as well as mentoring programs geared towards enhancing behavioral health and academic achievement. Our mission is to provide cutting edge and innovative social service programs that equip disadvantaged youth and their parents with the necessary skills to overcome social, spiritual, economical, emotional, and educational challenges, and therefore this grant would allow us to further the development of our program and provide support for the development of youth in accordance with our mission.

Guide Right Organization currently provides services to over 15 Chicago public elementary and high schools serving over 500 students, and will be working specifically with Cullen Elementary to facilitate the implementation of the Youth Development Program at their school if our proposal is selected.

Thank you for considering Guide Right Organization's proposal for the Youth Development Program. I look forward to hearing from you. Please contact me at 773-253-8385 or amallory@guiderrightinc.org.

Sincerely,

Aaron S. Mallory
Chief Executive Officer
Guide Right Organization

Qualifications of the Proposers

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Phone: (773) 622-6954

Address: 819 N Leamington Ave Chicago IL 60651

Aaron Mallory

Business Address

PO BOX 43112
Chicago IL, 60643
618-203-4368

amallory87@uchicago.edu

Permanent Address

PO Box 43112
Chicago IL, 60643
618-203-4368
amallory87@gmail.com

EDUCATION:

University of Chicago
Masters in Social Work
School of Social Service Administration
Concentration: Administration
Graduation Date: June 2015

Southern Illinois University - Carbondale
Bachelor of Science
Major: Electrical Engineering
Graduation Date: May 2010

WORK EXPERIENCE:

CEO, Guide Right Organization Chicago, IL (08/12 to present)

- Provide social service programs to at risk youth around the Chicago land area.
- Recruit and train mentors, youth facilitators, and tutors.
- Developed business plan and cash flow for organization.
- Implemented accounting database within organization.
- Developed clientele and a marketing team for the organization.
- Complete payroll documentation and transactions.
- Raised \$90,000 in revenue during the 2013 fiscal year.
- Implemented a database tracking system to measure clients and staffs performance.

Community Support Specialist, UCAN, Broadview, IL (11/013 to present)

- Provide social and emotional support to young adults.
- Facilitated life skills workshop to clients.
- Assist clients in completing job applications and resumes.

Mentor, St. Sabina Employment Resource Center, Chicago, IL (6/013 to 9/13)

- Mentored young adult males recently released from the Department Corrections.
- Served as a liaison between the worksite and organization.
- Conducted interviews with participants within the program.
- Provided emotional support and guidance to the participants within the program.

Abstinence Educator, PREGNANCY AID SOUTH SUBURBS, Tinley Park, IL (07/11 to present)

- Educate high school students about the importance of abstaining from sex.
- Educate students about the consequences of pre marital sex.
- Have spoken to over 500 high schools students in the Chicago Land Area about abstinence.
- Enhance students' awareness of sexual activity through statistics.

Advocate, Youth Advocate Program, Chicago, IL (02/11 to 10/11)

- Served as an advocate for at risk youth in the city of Chicago.
- Assisted students in online course work.
- Developed a transition plan for students graduating from high school and entering college.
- Provided professional and social links for students in their communities.
- Implemented workforce development model for students in the program.
- Coordinated a college tour for students in the program.

HONORS & AWARDS:

- *Fall/2005, Sum/2006, Sum/2009*- Dean's List
- *Spring/2006*-Alpha Lambda Delta Honors Society
- *Aug/2006*-Minority Engineering Scholarship
- *Aug/2007*-Clark Diez Scholarship

- *Aug/2007-SMARKI Grant (Students majoring in a science discipline with over a 3.0 GPA)*
- *Apr/2009-Entrepreneurship Achievement Award*
- *Apr/2009-Kappa Alpha Psi Student of the year North Central Province*
- *Aug/2009-African American Achievement Scholarship*
- *Aug/2009-Kappa Alpha Psi Achievement Scholarship*
- *Aug/2009-Study Abroad Scholarship*
- *Aug/2009-College of Engineering Scholarship*
- *Aug/2009 -Upper Bound Volunteer Award*
- *Oct/2009-Southern Illinois University Carbondale (Homecoming King Nominee)*
- *Jan/2010-25 Most Distinguished Senior- Nominee*
- *Jan/2010-Somebody You Should Know Award*

LEADERSHIP ACTIVITIES:

- *Fall 2005- Resident Hall association*
- *Fall 2005- Resident Hall Representative*
- *Spring 2006-08 -Vice President Kappa Alpha Psi*
- *Spring 2007- Regional Officer Kappa Alpha Psi*
- *Fall 2009 -President of NSBE*
- *Fall 2009 -President of Speaking and Teaching*
- *Fall 2009 --Academic Chair National Pan-Hellenic Council*
- *2014- Vice President Student Government Association, SSA*

Aaron Mallory's References

Sean Smith

Phone- 773-494-5781

CPS Reengagement coordinator

Favion Ford

UCAN Supervisor

708-252-6440

Eric Carlton

Banner Schools

773-934-2328

TIFFANY MORGAN

8046 S. Spaulding Ave. □ Chicago, IL 60652 • (773) 863-0177 □
teairrah@yahoo.com

Compassionate, enthusiastic and dependable educator seeking to utilize my skills and work experience to enhance the life of today's youth as an Academic Support Counselor.

EDUCATION & QUALIFICATIONS

- M.A. Elementary Education, Roosevelt University (2007) – *Chicago, IL*
- B.S. Biology, Purdue Calumet University (2003) – *Hammond, IN*

TEACHER CERTIFICATION

- Illinois Elementary 03 Initial Teacher Certification, (issued 2007)

PROFESSIONAL EXPERIENCE

Catapult Learning

Chicago, IL

Reading and Math Specialist

2007-2013

- Provided supplemental reading and math instruction for K-12th grade students
- Evaluated and documented student academic data to determine educational needs and progress
- Engaged in effective and appropriate classroom management techniques
- Established and maintained cooperative working relationships with school faculty and parents regarding students' academic development
- Coordinated parent involvement activities

Circle Rock Preparatory School

Chicago, IL

Middle School Teacher

2005-2006

- Taught 6th grade New Testament Bible curriculum
- Assisted 8th grade students in implementing Personal Learning Plans for future high school education

AmeriCorps Project Yes!

Chicago, IL

AmeriCorps Teacher and Coordinator

2004-2005

- Assisted Kindergarten and Special Education teachers with implementing instruction and classroom management
- Supported tutoring and after-school programs for youth
- Created and coordinated service-learning projects via fund-raising activities
- Organized volunteer opportunities for West Town community residents

VOLUNTEER ACTIVITIES

- *Winner's Circle Christian Church*
Greeter and Intercessory Prayer
- *Glass Slipper Project*
Seasonal Multi-Task Volunteer

Chicago, IL

2007-present

Chicago, IL

2003-2008

Tiffany Morgan's References

Andre Givens
YES Program Coordinator
708-713-1407

Wiley Samuels
Dual Enrollment Coordinator
312-259-5447

Aaron Mallory
CEO
Guide Right Organization
618-203-4368

Tiffany Morgan will oversee the program and ensure the services are being provided effectively.

JERON T. DOWELL, MBA, CPA
1151 W. 14th Place, Unit 104
Chicago, IL 60608
Jeron.Dowell@usfoods.com
(618) 960-0356

EXPERIENCE:

US Foods

Sr. Internal Auditor

Rosemont, IL
Dec 2011-Present

- Execute SOX and process audits, external auditor assistance projects using appropriate auditing standards
- Lead audits and projects from start to finish, including planning, scoping, and communicating results to Management and Process Owners
- Effectively analyze and articulate audit risk, objectives and issues
- Manage department financial objectives by ensuring engagements are completed on time and within budget
- Work with and manage multiple different personalities both within the Audit department and the client's department
- Review the workpapers of all the members of the engagement team and ensuring they are properly documented, cross-referenced, and up to department standards
- Train and coach group members on processes, applications, SOX framework, and engagement execution
- Actively take part in the enhancement of the Audit Department through process improvements
- Led team in switching audit software, including learning the software and how it would best fit the audit teams' needs, training the department on the new software, and resolving conversion issues

State of Missouri's Auditors Office

Staff Auditor II

St. Louis, MO
Oct 2008-Dec 2011

- Performed audits of governmental agencies using GASB Standards
- Reviewed financial accounting records, fixed asset listings, and performed audit tests
- Assisted seniors and managers with writing the audit plans and reports
- Assessed controls surrounding business operations, and applications to develop a report similar to the SAS 70
- Completed internal control and fraud risk tests based on applicable standards through inquiry, observation, confirmations of external parties, and test work
- Assessed regulatory risks and how those risks would be impacted by state and federal regulations
- Developed and communicated recommendations and findings to audit clients
- Contributed to the audit of the largest governmental entity in the City of St. Louis

Center for Comprehensive Services

Shift Supervisor

Carbondale, IL
May 2006-May 2008

- Managed staff of fifteen to twenty
- Created and furnished weekly staff and activity schedules
- Conducted bi-weekly staff meetings concerning clients
- Organized a task sheet system to help staff work more efficient
- Reported clients progression in weekly meetings with clinical and behavior analyst team

EDUCATION:

Webster University
Master's of Business Administration

St. Louis, MO
May 2010

Southern Illinois University
Bachelor of Science in Accounting

Carbondale, IL
May 2008

CERTIFICATIONS:

Certified Public Accountant

State of Missouri
November 2011

Certified Internal Auditor

(1 test remaining to meet requirements)

ORGANIZATIONS:

- Institute of Internal Auditors
- National Association for Black Accountants

Oct 2008-Present
Jan 2007-Present

Jeron Dowell's References

Justin Johnson
New York Life Advisor
618-960-0356

Aaron Sandifer
Boeing Accountant
708-955-7057

Jason Powell
Consultant
312-451-5541

Jeron serve in the organization fiscal officer. He will ensure funds are spent appropriately. He is committed to the overall operations of the organization and two other projects.

5805 South Winchester
Chicago, Illinois 60636
773-778-6470(hm)
773-679-8859(cell)
ed4life@sbcglobal.net

LEONARD DRAKE II

SUMMARY OF QUALIFICATIONS

Highly competent, team oriented teacher with 20 years experience, demonstrating the management skills to enhance school operations, control classrooms, and create the nurturing climate that fosters learning and maximizes academic achievement. Teaching style supports the ability to model a genuine concern for students and their ability to learn.

Expertise includes:

- Utilizing effective classroom management skills.
- Incorporating various learning strategies to address individual learning styles.
- Coaching, supervising, and evaluating student teachers.
- Coordinating testing schedules, administering and evaluating testing programs.
- Simplifying concepts to enable students to conceptualize and comprehend lessons.

EDUCATION

1998 M.A., Educational Administration, Chicago State University
1993 M.S., Education/Occupational Education, Chicago State University
1988 B.S., Business Administration, Chicago State University

CERTIFICATIONS/ENDORSEMENTS

Type 3, Type 75, State and NCLB Approved Paraprofessional
Business, Marketing, Management, Industrial Technology

PROFESSIONAL EXPERIENCE

- 2011-present **Childcare provider, Chicago, Illinois**
Provide instruction, homework help, healthy meals, and a nurturing environment to students.
- 2009-2010 **TEACHER, Richard Milburn School, Chicago, Illinois**
Taught all core subjects for middle/high school students in an alternative setting for students who were expelled from CPS. The primary population of the students was EBD. Additionally, served on the Instructional Leadership Team, coordinated, scheduled, assigned staff, and administered standardized test. Also was successful in transitioning several students back into their home schools.
- 2007-2008 **TEACHER, Youth Connection Leadership Academy, Chicago, Illinois**
Taught mathematics to troubled high school students in an alternative setting. Conducted and proctored skills assessments, wrote lesson plans, participated in staffings, resolved conflicts, and maintained discipline.
- 2006-2007 **SUBSTITUTETEACHER, Paul Simon Job Corps, Chicago, Illinois**
Substituted in various classes including Business Office Technology, Pharmacy Tech, Computer Service Repair, Painting, Construction, and GED classes. Supervised students, maintained discipline, instructed, and completed attendance.
- 2005-2006 **TEACHER, Infinity therapeutic school, Chicago, Illinois**
Taught reading, math, science, and social studies to high school special Ed students, primary population EBD.

LEONARD DRAKE II/PAGE TWO

- 2005 TEACHER, South Central Community Services, Chicago, Illinois
Taught reading, math, science, and social studies to high school special Ed students, primary population EBD.
- 2003-2004 TEACHER, Basil International Charter School, Chicago, Illinois
Taught 5th grade class, and served as math instructor for three 5th grade classrooms in school implementing a computerized curriculum. Conducted skills assessments, grouped students according to functional levels, paced lesson plans, and assisted students with low reading scores. Brainstormed with students to create rules that ensured respect, learning, and a safe environment, which reduced rambunctious behavior. Tutored student who won school spelling bee. Initiated concept and served as volunteer instructor for Saturday Skill Development program that contributed to group achieving highest scores in math and reading from among three classrooms.
- 2002-2003 TEACHER, Ada S. McKinley Alternative High School, Chicago, Illinois
Taught reading, algebra, geometry, and math to special Ed students aged 14-21. Earned reputation that advanced class size from nine to 11-13 difficult students. Provided student-centered approach that moderated behavior and motivated difficult students to become more engaged. Addressed kinesthetic learning styles via use of manipulatives, which promoted collaboration and harmony, and improved conflict resolution, and critical thinking. Provided creativity, energy, and focus that kept students on task, and developed assignments that brought immediate success. Maintained consistent, fair approach and provided ample opportunities for success, which won students' trust. Coordinated summer school program. Provided after hours tutoring that assisted teachers with passing certification exams.
- 1990-2001 TEACHER, Chicago Public Schools, Chicago, Illinois
- 1994-2001 Dodge Elementary School
Provided instruction that resulted in 8th grade students maintaining over 80% graduation rate for three years. Orchestrated and chaperoned 28 eighth graders on overnight trip; received plaque recognizing students' outstanding behavior. Selected Lead Teacher, 1998-2001, for Summer Bridge Program; recruited and supervised 15 teachers, and coordinated activities, programs, scheduling and testing, while teaching 8th grade. Contributed to preparing School Improvement Plan. Collaborated with colleagues to write Chicago Systemic Initiative distributed to teachers, parents, and students. Served as school administrator during principal's absence. Member, Discipline and Leadership Teams and Instructional Committee.
- 1990-1994 Tilton Elementary School
Taught 5th and 7th grades. Awarded plaque by LSC for unrelenting efforts and leadership.

ADDITIONAL EXPERIENCE

- 2001 TEACHER, Chicago State University, Chicago, Illinois
Taught social studies to high school students attending Project Fame program.
- 1996-1998 TEACHER, Chicago State University, Chicago, Illinois
Taught geometry and social studies. Won Teacher of the Year Award.

Leonard Drake Reference's

Kyle Mason
CPS Reengagement Coordinator
773-551-1349

Sean Smith
CPS Reengagement
773-494-5781

Stacey Kennedy
Facilitator/Counselor
1-773-807-9948

Leonard Drake will be working on this program exclusively on the part time basis.

Stacey L. Kennedy

4454 W. Augusta Blvd. Chicago, IL 60651 ~ (773) 807-9948~kennedy.stacey24@gmail.com

Career Objective:

Uniquely qualified, focused team leader, and a dynamic communicator, seeking full time opportunities in mental health counseling.

Education:

- 2010- 2013 Adler School of Professional Psychology, Chicago, IL
Masters in Counseling Psychology
- 2006-2010 University of Chicago, Chicago, IL
BA diploma in Psychology June 12, 2010
- 2002- 2006 Francis W. Parker Chicago, IL
High School diploma received June 2006

Work Experience:

2013-Present **Teen Living Programs**

Drop-In-Center Support Staff

- Supervise clients and children while in the drop-in center's milieu.
- Case management -includes checking in with client's mental, educational, stable housing, and vocational progress, as it leads to self-sufficiency.
- Provide services or references for mental health, housing options, educational, and vocational needs.
- Provide behavioral intervention mostly using solution-focused therapeutic techniques.
- Monitor the capacity and schedule services for the drop-in-center accordingly.
- Write case notes on each client after every shift.
- Conduct in-take process required for all new clients
- Maintain working inventory of basic-need supplies
- Assists with the provision of basic-need services.
- Weekly supervision meetings to give a report of clients' progress and additional concerns
- Work with each client with basic life skills and daily issues in which they encounter.
- Implement group activities which help the clients develop the appropriate skills needed as they progress toward self-sufficiency.
- Work as a part of a team to ensure client's are reaching their set goals and upholding the rules of the drop-in-center.

2010 -2013 **Chicago Scholars**

Launch Student Program Associate/ Relationship Coach

- Counsels students on college admissions, essay writing, and college applications completion.
- Devise student professional management strategies to assist student achievement including the development of a mental health/ social service program for struggling students.
- Collaborate with the students and parents to address concerns and find appropriate

resources.

- Conduct and develop workshops on financial aid, campus life, self-advocacy, and college process to prepare juniors in high school to attend and graduate from college.
- Prepared and presented programs regarding the Chicago Scholars Program.
- Conduct networking events to help facilitate partnerships to increase the awareness of Chicago Scholars.

2008-2010 **University of Chicago**

Research Assistant/ Psychology Lab

- Assisted with research projects.
- Performed independent research; planned, designed and implemented research operations.
- Compiled processes and analyzed data; recorded research procedures and results

2006- 2008 **University of Chicago**

Research Assistant/ Cancer Risk Lab

- Assisted with research projects.
- Performed independent research; planned, designed and implemented research operations.
- Compiled processes and analyzed data; recorded research procedures and results;
- Researched the frequency of gene data and analyzed results for finding in cross comparison Behavioral Study Assessments.
- Assisted researchers on creating a snapshot method, the method will be used in Nigeria to screen their patients for specific mutations.
- Presented Research findings at North American Medical Conferences

Volunteer and Mentoring Experience:

Lupus Foundation of America-Illinois Chapter 2007-Present

- Greets guests and directs them to other offices or locations
- Answers questions about the Lupus Foundation and provides forms when necessary.
- Fundraising to support the Life with Lupus Scholarship Organization

B.R.I.D.G.E.S 2011- Present

- Mentor adolescent girls ages 13-18 bi-weekly on life skills using a model which includes the social, emotional, and spiritual development.
- Attend multi varied topic workshops, classes, and educational lectures to develop leadership and group facilitation skills.
- Work with parents who are inquiring options on how to best support their daughters through different transitions.
- Collaborate with team members to create activities which are fun and educational for the adolescents.

Parent Facilitator 2013

- Created a 4 week Positive Parenting Course.
- Facilitated interactive classes on discipline, healthy eating, creating productive family time, and respect.

Blue Gargoyle 2008-2009

- Tutored Children ages 6-12 years of age.
- Reinforced reading, science and math skills

Peer Health Exchange 2007-2009

- Taught workshops entitled "Sexual Decision Making and Communication"
- Managed 9th graders at three Chicago public high schools during workshops:
- Workshops provided an opportunity to give emotional support, guidance, and providing resources for the teens as they with issues of decision making and learning how to effectively communicate.

Big Sister Schiller School of Cabrini Green in Chicago, IL 2004 - 2005

- Tutored and mentored 4th grade students with school work, social skills, and guidance concerns.

Tutor 2008 Blue Gargoyle

- Tutored Children ages 6-12 years of age, mainly in reading, science and math.

Mentor/ Teacher In-Search of Genus 2009- 2010

- Provide individual and small group tutoring to 3rd and 4th grade science students
- Reviewed class material, discussed the text, predicted test questions for students who were performing below average in the subject.
- Assisted wherever needed at schools being under-serviced and underrepresented.

Mentor: Francis W. Parker Chicago, IL 2004-2005

- Partnered with Francis Parker staff with the initiative to help incoming minority freshmen
- Prepared presentations on diversity along with the staff.

Activities/Academic Involvement:

- **2011-2012 Neighborhood Housing Association – Community Service Practicum**
 - Assisted the North Lawndale Community to sign up for Housing Educational Classes
 - Facilitated focus groups with North Lawndale community members about their thoughts and feelings about the area and the changes they would like to see occur
 - Volunteered at community fairs which promoted health and education
 - Educated the North Lawndale Community members about different housing repair, lending, and buyer opportunities available to them in the community.
 - Volunteered at local high schools and elementary schools to educate the students about the community's history.
 - Researched and created data information about the North Lawndale Community, using historical books, pictures, interviews, focus groups in hopes of creating positive change in the community.
- **2012-2013 Francis W. Parker High School – Clinical Practicum**
 - Counseled individual clients around issues of multi level depressive disorders, body image, family dynamics, illness, academic struggles, autism spectrum, social anxiety, economic and race issues.
 - Facilitated groups about race and body image
 - College Counseling
 - Taught health classes on subject matters of sex, drugs, alcohol, healthy eating,

relationships, sleep, depression, suicide, and bullying

- Worked with teachers and additional staff members as part of a collaborative team to help students a positive and effective academic school year

- **2006 – 2010 Member of Scholarship Chicago/ Chicago Scholars Chicago, IL**
- **Awarded Academic Scholarship as a result of Academic Achievements.**
- **2005 National Youth Leadership Forum on Medicine. Los Angeles, CA**
- **Student Speaker Life with Lupus Fashion Show and Workshop Chicago, IL**

Skills:

- Foreign Languages: Intermediate level French and American Sign Language
- Proficiency: Microsoft PowerPoint, Microsoft Word, Microsoft Excel, Naviance programming, Outlook, and Access

Interest:

- Mental health
- Community outreach
- Case Management
- Advocacy
- Providing guidance and emotional support to teenagers, young, and older adults.

References: Available upon request

Stacey Kennedy's References

Kesha Solomon
Coordinator
708-670-6407

Kyle Mason
CPS Reengagement Coordinator
773-551-1349

Leonard Drake
773-778-6470
Facilitator

Stacey will be providing the Social & Emotional Learning. She is currently involved with two other programs.

EXHIBIT 2

Schedule of Compensation

Budget

Personnel

Computation

Name/Position	Hours Per Day	Total Days	Pay Rate	Cost
Leonard Drake/Coordinator	3	120	\$15.00	\$5,400
Stacey Kennedy/ Social Emotional Learning	1	30	\$35.00	\$1,050
Khali Smith /Culinary Program	1	30	\$90.00	\$2,700

Sub-Total \$9,150

Fringe Benefits

Name/Position	Hours Per Day	Total Days	Pay Rate	Cost
n/a				

Sub-Total \$0

Travel

Purpose of Travel	Location	Item	Computation	Cost
n/a				

Sub-Total \$0

Budget

Supplies

Supplies Items	Computation	Cost
Miscellaneous		\$300.00
Tutoring Games & Activities	10 Set at \$50.00	\$500.00

Sub-Total \$800.00

Budget Category

A	Personal	\$9,150.00
B	Fringe Benefits	
C	Travel	
D	Supplies	\$850.00
E	Other Costs	
	Grand Total	\$10,000.00

EXHIBIT 3

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Guide Right Organization
 11006 S Michigan Ave Ste 4
 Chicago, IL 60628

Agent's Name, Address and Phone Number (Agt./Dist.)
 Don J Murphy Jr
 10522 S CICERO AVE STE 306
 OAK LAWN, IL 60453
 (708) 229-1112 (068/829)

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

COVERAGES

This is to certify that 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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY				
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)					
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000				
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000				
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000				
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000				
				Farm Employer's Liability Each Occurrence \$,000				
Workers Compensation and Employers Liability †				Statutory *****				
				Each Accident \$,000				
				Disease - Each Employee \$,000				
				Disease - Policy Limit \$,000				
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	12-XM6698-01	08/20/2014	08/20/2015	General Aggregate \$ 2,000,000				
				Products - Completed Operations Aggregate \$ 2,000,000				
				Personal and Advertising Injury \$ 1,000,000				
				Each Occurrence \$ 1,000,000				
				Damage to Premises Rented to You \$ 100,000				
				Medical Expense (Any One Person) \$ 10,000				
				Businessowners Liability				Each Occurrence†† \$,000 Aggregate†† \$,000
				Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$,000				
				Bodily Injury - Each Accident \$,000				
				Property Damage \$,000				
				Bodily Injury and Property Damage Combined \$,000				
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000				

Other (Miscellaneous Coverages)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

Contract: 1453-13606
 Cook County, its officials, employees and agents as additional insureds

†The individual or partners Have shown as insured elected to be covered under this policy. Have not
 ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS	CANCELLATION
Cook County Contract: 1453-13606 118 North Clark Street, Room 1018 Chicago, Illinois 60602	<input checked="" type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.
DATE ISSUED 08/18/2014	AUTHORIZED REPRESENTATIVE Edna Portillo

EXHIBIT 4

Economic Disclosure Statement (EDS) Forms

ECONOMIC DISCLOSURE STATEMENT

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

Section 1: Certifications. Section 1 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 2: Economic and Other Disclosures Statement. Section 2 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

ECONOMIC DISCLOSURE STATEMENT

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

ECONOMIC DISCLOSURE STATEMENT

CERTIFICATIONS (SECTION 1)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

ECONOMIC DISCLOSURE STATEMENT

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

REQUIRED DISCLOSURES (SECTION 2)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

N/A

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

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

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

Yes No

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

Guide Right Organization

11006 S. Michigan Ste 8

Chicago, IL 60628

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

Yes No

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

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

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

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY 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: Guide Right Organization D/B/A: EIN NO.: 80-0817409

Street Address: 11006 S. Michigan Ste 9

City: Chicago State: IL Zip Code: 60628

Phone No.: 773-253-8385

Form of Legal Entity:

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

ECONOMIC DISCLOSURE STATEMENT

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

Aaron Mallory Chief Executive Officer
Name of Authorized Applicant/Holder Representative (please print or type) Title

[Signature]

Signature
A.mallory@guiderightinc.org

E-mail address

Subscribed to and sworn before me
this 19th day of March, 2014
X [Signature]

Notary Public Signature

5/18/14

Date
773-253-8385

Phone Number

My Commission Expires
OFFICIAL SEAL
Ramona Roberts
Notary Public, State of Illinois
My Commission Expires 7/10/2016

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

ECONOMIC DISCLOSURE STATEMENT

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: _____ 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. _____	_____	_____

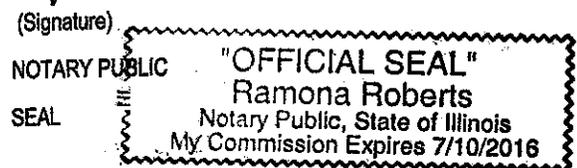
If more space is needed, attach an additional sheet following the above format.

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.

_____ 5/19/14
Owner/Employee's Signature Date
Subscribe and sworn before me this 19th day of March, 2014.
a Notary Public in and for _____ County

(Signature)



My Commission expires 7-10-16

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

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A SOLE PROPRIETOR

(SECTION 3)

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

BUSINESS NAME: 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____

My commission expires:

X _____

Notary Public Signature

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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

(SECTION 4)

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

BUSINESS NAME: 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____

My commission expires:

X _____

Notary Public Signature

Notary Seal

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

ECONOMIC DISCLOSURE STATEMENT

SIGNATURE BY A LIMITED LIABILITY CORPORATION

(SECTION 5)

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

BUSINESS NAME: 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.

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A CORPORATION
(SECTION 6)**

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

BUSINESS NAME: Guide Right Organization
BUSINESS ADDRESS: 11006 S. Michigan Ste 8
Chicago, IL 60628
BUSINESS TELEPHONE: 773-233-8385 FAX NUMBER: _____
CONTACT PERSON: Aaron Mallory
FEIN: 80-0817409 *CORPORATE FILE NUMBER: 6851842

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: Aaron Mallory VICE PRESIDENT: Monique Omer
SECRETARY: Jason Powell TREASURER: Jeron Nowell
**SIGNATURE OF PRESIDENT: [Signature]
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed to and sworn before me
this 18 day of July, 2014
X [Signature]
Notary Public Signature

My commission expires: 12-10-16

Notary Seal

*If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
**In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE

(SECTION 7)

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

Sam E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

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

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

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

1453-13606C

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 10,000⁰⁰ (DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 10 2014

COM _____