

**PROFESSIONAL SERVICES AGREEMENT**

**for**

**ADULT REDEPLOY ILLINOIS PROGRAM MODIFIED HOPE MODEL**

**BETWEEN**



**COOK COUNTY GOVERNMENT**

**JUSTICE ADVISORY COUNCIL**

**AND**

**WESTCARE ILLINOIS, INC.**

**CONTRACT NO. 1530-14412**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUN 10 2015**

**COM \_\_\_\_\_**

# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS

TERMS AND CONDITIONS.....	1
ARTICLE 1) INCORPORATION OF BACKGROUND.....	1
ARTICLE 2) DEFINITIONS .....	1
a) Definitions 1	
b) Interpretation 2	
c) Incorporation of Exhibits.....	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT .....	3
a) Scope of Services.....	3
b) Deliverables 3	
c) Standard of Performance .....	4
d) Personnel 4	
e) Minority and Owned Women's Business Enterprises Commitment .....	5
f) Insurance 6	
g) Indemnification.....	8
h) Confidentiality and Ownership of Documents .....	9
i) Patents, Copyrights and Licenses .....	9
j) Examination of Records and Audits.....	10
k) Subcontracting or Assignment of Contract or Contract Funds.....	11
ARTICLE 4) TERM OF PERFORMANCE .....	12
a) Term of Performance .....	12
b) Timeliness of Performance .....	13
c) Agreement Extension Option .....	13
ARTICLE 5) COMPENSATION .....	13
a) Basis of Payment .....	13
b) Method of Payment .....	13
c) Funding 14	
d) Non-Appropriation .....	14
e) Taxes 15	
f) Price Reduction.....	15
g) Consultant Credits .....	15
ARTICLE 6) DISPUTES.....	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE	
16	
WITH ALL LAWS 16	
ARTICLE 8) SPECIAL CONDITIONS.....	16
a) Warranties and Representations .....	16
b) Ethics 17	
c) Joint and Several Liability .....	17
d) Business Documents.....	18
e) Conflicts of Interest .....	18
f) Non-Liability of Public Officials.....	19
ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION	

AND RIGHT TO OFFSET.....19

a) Events of Default Defined .....19

b) Remedies 20

c) Early Termination.....22

d) Suspension 23

e) Right to Offset23

f) Delays 23

g) Prepaid Fees 24

ARTICLE 10) GENERAL CONDITIONS .....24

a) Entire Agreement.....24

b) Counterparts 25

c) Contract Amendments .....25

d) Governing Law and Jurisdiction.....26

e) Severability 26

f) Assigns 26

g) Cooperation 26

h) Waiver 26

i) Independent Consultant .....27

j) Governmental Joint Purchasing Agreement.....27

ARTICLE 11) NOTICES .....28

ARTICLE 12) AUTHORITY .....29

**List of Exhibits**

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Minority and Women Owned Business Enterprise Commitment
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization
- Exhibit 6 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 7 Electronic Payables Program
- Exhibit 8 Cook County Adult Redeploy Illinois (HOPE) Grant Agreement

Economic Disclosure Statement  
Signature Page

## 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 WestCare Illinois, Inc., doing business as Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on \_\_\_\_\_, as evidenced by Board Authorization letter attached hereto as EXHIBIT "5".

## BACKGROUND

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

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

## TERMS AND CONDITIONS

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

### **ARTICLE 2) DEFINITIONS**

a) Definitions

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

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

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

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

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

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

**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 tables 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	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program
Exhibit 8	Cook County Adult Redevelopment Illinois (HOPE) Grant Agreement

Economic Disclosure Statement

Signature Page

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

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

**b) Deliverables**

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

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

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County.

Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

**c) Standard of Performance**

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

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

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

**d) Personnel**

**i) Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

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 except paragraph (d) Excess Liability or unless specified otherwise.

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

i) **Insurance To Be Provided**

(a) **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

(b) **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.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **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.

(d) **Umbrella/Excess Liability Insurance**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability Insurance**

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 occurrence. 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 three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors providing professional services for the Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms in this section.

ii) **Additional Requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must 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 maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **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.

(c) **Insurance Notices**

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.

(d) **Waiver of Subrogation Endorsements**

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

**g) Indemnification**

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. 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, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

Consultant agrees to hold harmless and indemnify the County, its officers, agents,

employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant 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 Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant 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 Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant 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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant 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.

**I) Professional Social Services**

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

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

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

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

**b) Timeliness of Performance**

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

**c) Agreement Extension Option**

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

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

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

**d) Non-Appropriation**

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

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Consultant 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 Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

To the extent the Consultant 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 Agency. Consultant 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 Consultant 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 Consultant. 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, Consultant 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) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

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

#### **ARTICLE 8) SPECIAL CONDITIONS**

##### **a) Warranties and Representations**

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

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

**b) Ethics**

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

**c) Joint and Several Liability**

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

d) **Business Documents**

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

e) **Conflicts of Interest**

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

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

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

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

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

**a) Events of Default Defined**

The following constitute events of default:

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

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

**b) Remedies**

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

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

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

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

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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

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

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

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

**f) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant 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, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any 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 Consultant 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

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

**h) Waiver**

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

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

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**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: Cook County Justice Advisory Council  
69 W. Washington St #2610  
Chicago, Illinois 60602  
Attention: Department Director

and

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

If to Consultant: Westcare Illinois, Inc.  
1100 W. Cermak, Suite B-414  
Chicago, IL 60608  
Attention: Leslie Balonick, Senior Vice President

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

## **ARTICLE 12) AUTHORITY**

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

**EXHIBIT 1**

**Scope of Services**

**Exhibit 1**  
**Scope of Services**

**Program Narrative:**

WestCare Illinois, Inc. (herein "WestCare" or "Contractor") is to provide program staff who will perform services for the Cook County Justice Advisory Council's Adult Redeploy Illinois (ARI) Program Modified Hope Model. The success of the program depends on the participants' access to services and supports designed to assist them in complying with the conditions of their probation. The services to be performed by the vendor include trauma intervention and cognitive behavioral therapy for program participants and assistance with overall project management for the Adult Redeploy grant.

WestCare is to provide staff to fill the following service positions for the Adult Redeploy Illinois Modified Hope Model program. Below, find a job description for member of staff and their service provision role within the program. The staff under this Scope of Work is not static. The Director of Evaluation and Quality, the ARI Coordinator, and the Program Manager are partially dedicated to this program (see Schedule of Compensation). The Program Manager Position is replaced by the ARI Coordinator Position on April 1, 2015 to reflect changing program requirements. Two (2) additional Full Time Counselors and one (1) Part Time Research Assistant are added to the program on April 1, 2015.

**Program Job Descriptions:**

**Director of Evaluation and Quality**

This position is responsible for the execution of the evaluation plan and data analysis for services delivered by WestCare to program participants. This position supports the WestCare ARI staff by interpreting WestCare program data and how it impacts program services. The Director of Evaluation performs the same role throughout the project.

**Program Manager**

This position is responsible for the services provided by WestCare to program participants. This person supervises the counselors, oversees scheduling of staff and participants, and ensures the proper records are kept.

**Adult Redeploy Illinois (ARI) Coordinator**

This position is added to the project as of April 2015. This position is responsible for the work previously done by the Program Manager (including responsibility for the services provided by WestCare to program participants, supervises the counselors, oversees scheduling of staff and participants, and ensures the proper records are kept), and for developing working relationships with all ARI stakeholders. This position serves as a liaison between all ARI staff and stakeholders, attending all ARI Team meetings to maintain relationships, maintains professional contact with community agencies and justice system stakeholders, completes and submitting all data and fiscal reports to the Illinois Criminal Justice Information Authority (ICJIA). This position is able to perform the additional duties described above on a short term basis because of the addition of a Part Time Research Assistant and more Counselors for three months.

## **Scope of Services (continued)**

### **Part Time Research Assistant**

This position collects, analyzes and reports data from the program to the ARI Coordinator, permitting her to report to ICJIA on behalf of the program and to supervise staff efficiently.

### **Full-Time Counselor**

This position is responsible for the delivery of individual therapy sessions, Cognitive Behavioral Therapy groups and trauma groups and completion of documentation required for the client record including, but not limited to, development of the Individual Service Plan, needs assessment and group notes.

### **Part-Time Counselor**

This position is responsible for the delivery of individual therapy sessions, Cognitive Behavioral Therapy groups and trauma groups and completion of documentation required for the client record including, but not limited to, development of the Individual Service Plan, needs assessment and group notes.

### **Other Program Costs Description:**

The program requires staff travel required for program support, staff training as required for curriculum updates and implementation, supplies including client curriculum workbooks and indirect costs.

EXHIBIT 2

Schedule of Compensation

**Exhibit 2**  
**Schedule of Compensation**

<b>Personnel Budget</b>			
<b>Title</b>	<b>Annual Salary</b>	<b>Percent Funded</b>	<b>Funded Salary To</b>
Director of Evaluation and Quality	\$81,400.00	20%	\$16,280.00
ARI Coordinator	\$60,000.00	30%	\$18,000.00
Full time Counselor	\$40,019.20	100%	\$40,019.20
Full time Counselor (3 months on program)	\$37,003.00	25%	\$9,250.75
Full time Counselor (3 months on program)	\$36,005.00	25%	\$9,001.25
Part Time Counselor	\$33,752.00	100%	\$33,752.00
Part Time Research Assistant (3 months on program)	\$13,605.00	25%	\$3,401.25
<b>Total Program Salary:</b>			<b>\$129,704.45</b>
			<b>Funded Fringe Be</b>
			<b>Total</b>
<b>Fringe Benefits of Listed Personnel</b>			<b>\$32,296.43</b>
		<b>Total Personnel Budget:</b>	<b>\$162,000.88</b>

<b>Other Program Costs</b>	
Travel	\$214.00
Supplies	\$4,900.00
Training	\$2,500.00
Indirect Program Costs	\$25,442.28
<b>Total Program Cost Budget:</b>	<b>\$33,056.28</b>

<b>Grand Total for Funded Program:</b>	<b>\$195,057.16</b>
--	---------------------

**EXHIBIT 3**

**Minority and Women Owned Business Enterprise Commitment**

**I. POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

<b>Contract Type</b>	<b>Goals</b>	
	<b>MBE</b>	<b>WBE</b>
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement are set at 0% MBE/WBE participation.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### 1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

## 2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

## 3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

## B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

## **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

## **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

## **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: N/A

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached?      Yes \_\_\_\_\_      No \_\_\_\_\_  
\*Current Letter of Certification attached?      Yes \_\_\_\_\_      No \_\_\_\_\_

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: MA

Certifying Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_

Ethnicity: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bid/Proposal/Contract #: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

FEIN #: \_\_\_\_\_

Email: \_\_\_\_\_

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes - Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Signature (M/WBE) \_\_\_\_\_

Signature (Prime Bidder/Proposer) Ken Bahr

Print Name \_\_\_\_\_

Print Name Leslie Baconick

Firm Name \_\_\_\_\_

Firm Name Westcare Illinois, Inc

Date \_\_\_\_\_

Date April 10, 2015

Subscribed and sworn before me

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

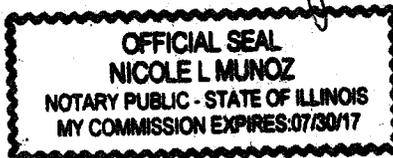
this 10 day of April, 2015

Notary Public [Signature]

Notary Public [Signature]

SEAL

SEAL



**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER  FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

0 % of Reduction for MBE Participation  
0 % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

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

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

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

EXHIBIT 4

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2015

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

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

<b>PRODUCER</b> Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> certificates@willis.com <b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Arch Insurance Company <b>INSURER B:</b> National Union Fire Insurance Company of Pittsburgh <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 11150 19445
<b>INSURED</b>  WestCare Illinois, Inc. PO Box 94738 Las Vegas, NV 89193-4738		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	NTPKG0005307	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	NTAUT0002707	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		NTFXS0015601	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A	N/A	WC025052455	02/26/2015	02/26/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liab.</b>		NTPKG0005307	07/01/2014	07/01/2015	Occ. \$1,000,000/Agg 3,000,000
A	<b>Abuse &amp; Molestation</b>		NTPKG0005307	07/01/2014	07/01/2015	Occ. \$1,000,000/Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 4/23/2015

<b>CERTIFICATE HOLDER</b>  Cook County Judicial Advisory Council 69 W Washington St # 2610 Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**EXHIBIT 5**

**Board Authorization**

**JUSTICE ADVISORY COUNCIL**

**15-3350**

**Presented by:** LANETTA HAYNES TURNER, Executive Director, Justice Advisory Council

**PROPOSED CONTRACT**

**Department(s):** Justice Advisory Council

**Vendor:** Westcare Illinois Inc., Chicago, Illinois

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Supportive services and program coordination for the Adult Redeploy Illinois HOPE model court

**Contract Value:** \$195,057.16

**Contract period:** 7/1/2014 - 6/30/2015

**Potential Fiscal Year Budget Impact:** \$0.00 (Grant Funded)

**Accounts:** 940-260

**Contract Number(s):** 1530-14412

**Concurrences:**

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

**Summary:** Under this contract Westcare Illinois Inc. (Westcare) is and will continue to provide social services including trauma intervention and cognitive behavioral therapy to program participants in the Adult Redeploy Illinois (ARI) HOPE model court. In addition, Westcare provides overall program management of the Hope court, including: program evaluation, fiscal reporting, and coordination of the court. The entire contract is paid for through ARI grant funds.

This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

**EXHIBIT 6**

**Identification of Subcontractor/Supplier/Subconsultant Form**

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
 Disqualification  
 Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1530-14412	Date: 4-21-15
Total Bid or Proposal Amount: \$994,319	Contract Title: PROFESSIONAL SERVICES AGREEMENT FOR ADULT REDEPLOY ILLINOIS PROGRAM - MOD. HOPE MODEL
Contractor: WESTCARE ILLINOIS	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: LESLIE BALONICK	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor): LESLIE.BALONICK@WESTCARE.COM	Email Address (Subcontractor): N/A
Company Address (Contractor): 1100 W. CERMAK SUITE B414 CHICAGO	Company Address (Subcontractor): -
City, State and Zip (Contractor): CHICAGO, IL 60608	City, State and Zip (Subcontractor): -
Telephone and Fax (Contractor): Ph 312 568-7051 Fax 312 243-4107	Telephone and Fax (Subcontractor): -
Estimated Start and Completion Dates (Contractor): JULY 1, 2014 - JUNE 30, 2015	Estimated Start and Completion Dates (Subcontractor): -

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor Leslie Balonick (WESTCARE ILLINOIS)  
 Name Leslie Balonick  
 Title SR. VICE PRESIDENT  
 Prime Contractor Signature Leslie Balonick Date 4-10-15

EXHIBIT 7

Electronic Payables Program

OFFICE OF THE COOK COUNTY COMPTROLLER  
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

**FOR INFORMATION PURPOSES ONLY**

*This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").  
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark  
Street, Room 500, Chicago, IL 60602.*

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT 8**

**Cook County Adult Redeploy Illinois (HOPE) Grant Agreement**

## COVER PAGE

<b>PROGRAM TITLE:</b>	Cook County Adult Redeploy Illinois (HOPE)	
<b>AGREEMENT NUMBER:</b>	195021	
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	194021, 193021, 809021	
<b>ESTIMATED START DATE:</b>	July 1, 2014	
<b>SOURCES OF PROGRAM FUNDING:</b>	<b>Awarded</b>	<b>Budgeted</b>
ARI SFY15 GRF Funds:	\$ 994,319.00	\$994,205.96
Funds:	\$	
Matching Funds:	\$	
Over-Matching Funds:	\$	
<b>Total:</b>	\$ 994,319.00	\$994,205.96
<b>IMPLEMENTING AGENCY'S NAME:</b>	Cook County	
<b>ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):</b>	118 N. Clark Street, RM 537 Chicago, IL 60602-1311	
<b>IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:</b>	Toni Preckwinkle	
<b>TITLE:</b>	President, Board of Commissioners of Cook County	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	36-6006541	
<b>IMPLEMENTING AGENCY'S DUNS NUMBER:</b>	005525829	
<b>IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	5/6//2015	
<b>IMPLEMENTING AGENCY'S CAGE CODE:</b>	49W76	
<b>IMPLEMENTING AGENCY'S FINANCIAL OFFICER:</b>	Lawrence L. Wilson	
<b>TITLE:</b>	Cook County Comptroller	
<b>TELEPHONE:</b>	312.603.5601	
<b>PROGRAM AGENCY'S NAME:</b>	Justice Advisory Council	
<b>PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):</b>	69 W. Washington, Suite 1110 Chicago, IL 60602-3040	
<b>PROGRAM AGENCY'S AUTHORIZED OFFICIAL:</b>	Juliana Stratton	
<b>TITLE:</b>	Executive Director	
<b>FISCAL CONTACT PERSON:</b>	Juliana Stratton	
<b>AGENCY:</b>	Justice Advisory Council	
<b>TITLE:</b>	Executive Director	

<b>TELEPHONE:</b>	312.603.1136
<b>FAX:</b>	312.603.9974
<b>E-MAIL:</b>	Juliana.Stratton@cookcountyil.gov
<b>PROGRAM CONTACT PERSON:</b>	Sharrell Hibbler
<b>TITLE:</b>	Grants Coordinator
<b>TELEPHONE:</b>	312.603.1141
<b>FAX:</b>	312.603.9974
<b>E-MAIL:</b>	Sharrell.Hibbler@cookcountyil.gov
<b>IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):</b>	Congressional District: 7th State Senate District: 3rd State Representative District: 6th
<b>PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):</b>	Chicago, IL 60602-3156
<b>PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):</b>	Congressional District: 7th State Senate District: 3rd State Representative District: 6th
<b>Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:</b>	No
<b>Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:</b>	No
<b>Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:</b>	No
<b>If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.</b>	
<b>NAME</b>	<b>COMPENSATION</b>
n/a	n/a

USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

### Entity Dashboard

**COOK, COUNTY OF**  
 DUNS: 005525829 CAGE Code: 49W76  
 Status: Active

118 N CLARK RM 537  
 CHICAGO, IL, 60602-1311,  
 UNITED STATES

[Entity Overview](#)

**Entity Overview**

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[RETURN TO SEARCH](#)

<p align="center"><b>Entity Information</b></p> <p><b>Name:</b> COOK, COUNTY OF  <b>Business Type:</b> US Local Government  <b>POC Name:</b> Latoya Vaughn  <b>Registration Status:</b> Active  <b>Activation Date:</b> 05/06/2014  <b>Expiration Date:</b> 05/06/2015</p>
<p align="center"><b>Exclusions</b></p> <p align="center"><b>Active Exclusion Records?</b> No</p>

SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.





**Vendor  
Summary**

# COOK COUNTY



Summary Contracts Payments

**Please note the change to Fiscal Year 2014**

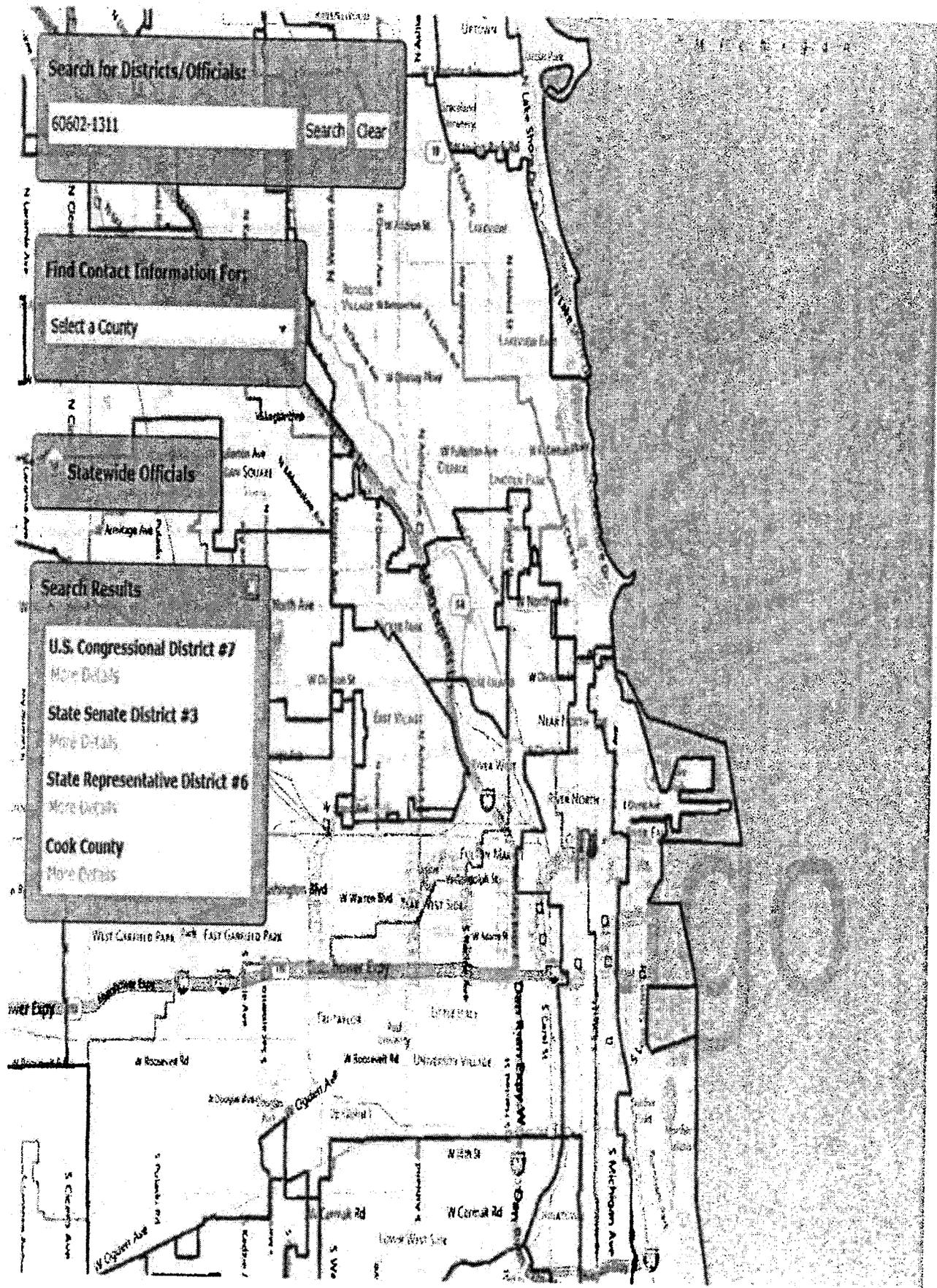
**To view payment/contract information from FY 2013, be sure to select it from the drop down on the next screen. Thank you.**

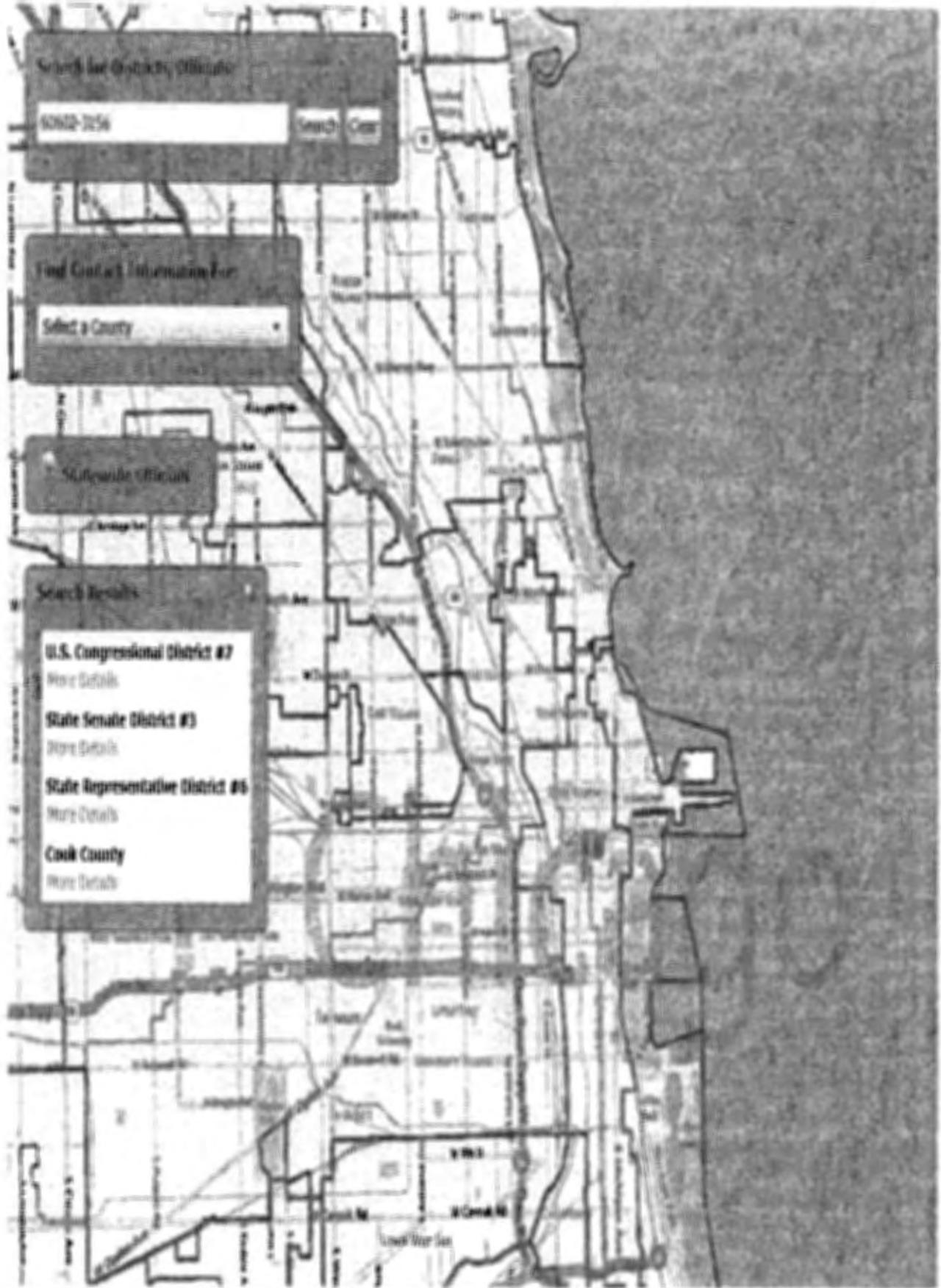
**Contracts**

Number of Contracts:	123
Total Contract Amount:	\$137,170,279.71
Total Contract Encumbrances:	\$79,779,662.69
Total Contract Expenditures:	\$56,380,617.02

**Payments**

Total Encumbrances:	\$79,779,662.69
Total Expenditures:	\$1,976,743,750.54





**INTERAGENCY AGREEMENT  
ADULT REDEPLOY ILLINOIS**

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

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

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

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

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

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

**SECTION 1. DEFINITIONS**

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

**SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

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

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

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

**SECTION 3. COMMENCEMENT OF PERFORMANCE**

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

expected starting date.

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

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

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

#### **SECTION 4. PAYMENT**

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

Subject to the terms of Section 8 the maximum amount of ARI funds payable under this agreement is \$994,319.00 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

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

#### **SECTION 6. EXHIBITS**

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

#### **SECTION 7. NON-SUPLANTATION**

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

#### **SECTION 8. OBLIGATIONAL LIMITATION**

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

#### **SECTION 9. REPORTING AND EVALUATION REQUIREMENTS**

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

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

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

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

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

#### **SECTION 10. MAINTENANCE OF RECORDS**

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

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

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

#### **SECTION 11. INSPECTION AND AUDIT**

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

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

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

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

#### **SECTION 12. CLOSEOUT REQUIREMENTS**

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

#### **SECTION 13. PROCUREMENT STANDARDS**

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

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

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

#### **SECTION 14. SUBCONTRACTING**

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

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

#### **SECTION 15. SUB-GRANTING**

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

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

#### **SECTION 16. NONDISCRIMINATION**

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

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

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

#### **SECTION 17. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

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

#### **SECTION 18. CERTIFICATION REGARDING DEBARMENT**

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

#### **SECTION 19. ASSIGNMENT**

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

#### **SECTION 20. INDEPENDENT CONTRACTOR**

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

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

## **SECTION 21. DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

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

#### **SECTION 22. STATEMENTS, PRESS RELEASES, ETC.**

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

#### **SECTION 23. COPYRIGHTS, PATENTS**

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

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

#### **SECTION 24. PUBLICATIONS**

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

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

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

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

Any such publication shall contain the following statement:

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

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

#### **SECTION 25. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

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

**Name:** Cook County

**Taxpayer Identification Number:**

Employer Identification Number 36-6006541

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

**Legal Status (check one):**

Individual

Nonresident Alien

Sole Proprietorship

Tax Exempt

Partnership/Legal Corporation

Pharmacy/Funeral Home/Cemetery (Corp.)

Corporation providing or billing medical and/or healthcare services

Corporation NOT providing or billing medical and or healthcare services

**ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

*Last Updated on April 8, 2013*

*Federal and State Grants Unit*

Government \_\_\_\_\_ Pharmacy (non-corporate)  
\_\_\_\_\_ Estate or Trust \_\_\_\_\_ Non-profit Corporation/ Tax Exempt  
\_\_\_\_\_ Non-profit Corporation/ Non-Tax Exempt \_\_\_\_\_ Other (Specify) \_\_\_\_\_

**SECTION 26. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

**SECTION 27. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

**SECTION 28. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

**SECTION 29. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Non-Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

**SECTION 30. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

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

### **SECTION 31. REPORTING GRANT IRREGULARITIES**

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

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

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

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

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

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

Phone: 312- 793-8550

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

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

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

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

Phone: 312- 793-8550

### **SECTION 33. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

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

### **SECTION 34. SEXUAL HARASSMENT POLICIES**

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

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

### **SECTION 35. USE OF FUNDS**

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

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

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

### SECTION 36. TRANSPARENCY ACT COMPLIANCE

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

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

Implementing Agency's DUNS Number: 005525829

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

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

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

Implementing Agency's CAGE Code: 49W76

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

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

### SECTION 37. PENALTY FOR FAILURE TO DIVERT

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

### SECTION 38. EXPENDITURE EVALUATION

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

amount it deems appropriate.

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

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

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

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

#### **SECTION 40. BEHAVIORAL HEALTH AND JUSTICE INFORMATION DATABASE**

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

#### **SECTION 41. CRIMINAL CONVICTIONS**

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been

convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

#### **SECTION 42. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDING**

The Implementing Agency certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years. The Implementing Agency shall notify the Authority if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If the Implementing Agency is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, the Authority may terminate this agreement at the Authority's discretion.

#### **SECTION 43. TIME KEEPING**

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
  - ✦ Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
  - ✦ Account for the total activity for which each employee is compensated;
  - ✦ Be prepared monthly and coincide with one or more pay periods; and
  - ✦ Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

**SECTION 44. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES**

Equipment and commodities acquired by the Implementing Agency with Authority funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency may retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Authority grant funds, but such determinations as to retention are within the sole discretion of the Authority. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority if the Implementing Agency fails to employ an adequate property management system governing the use, protection, and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be purchased with Authority funds, the Implementing Agency does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the funds that were allocated for such equipment to other allowable Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using Authority funds shall be made available for inspection during site visits, and upon request of the Authority as part of its grant monitoring and oversight responsibilities.

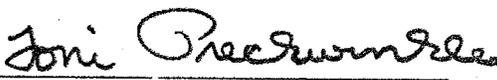
**SECTION 45. ACCEPTANCE & CERTIFICATION**

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

  
\_\_\_\_\_  
Jack Cutrone  
Executive Director  
Illinois Criminal Justice Information Authority

10/15/14  
Date  
LC 10.15.14

I, Toni Preckwinkle, President, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #195021 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #195021, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Toni Preckwinkle  
President  
Board of Commissioners Cook County

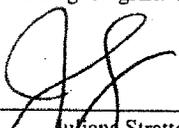
9/30/14  
Date

I, Lawrence L. Wilson, Comptroller, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #195021 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #195021, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Lawrence L. Wilson  
Comptroller  
Cook County

10/1/14  
Date

I, Juliana Stratton, Executive Director, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #195021 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #195021, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Juliana Stratton  
Executive Director  
Justice Advisory Council

9/30/14  
Date

**Adult Redeploy Illinois  
Cook County  
EXHIBIT A: PROGRAM NARRATIVE  
AGREEMENT NUMBER: 195021**

**I. SUMMARY**

Every year, Cook County sends thousands of offenders convicted of non-violent charges to the Illinois Department of Corrections (IDOC) that might be otherwise eligible for probation. Cook County proposes utilizing Adult Redeploy Illinois funds to target services to probationers to reduce instances of drug use, criminal activity in support of drug use, and resulting violations of the conditions of probation supervision. Instead of the threat of a prison sentence, the Adult Redeploy Illinois program will use swift and certain sanctions to reinforce the need for compliance.

Using Adult Redeploy Illinois resources, Cook County seeks to change the way the criminal justice system approaches probation. The program will provide more constructive support to probationers through consistent and fair sanctions coupled with treatment and services. The key stakeholders engaged in Adult Redeploy Illinois planning and implementation include the Office of the Chief Judge, State's Attorney's Office, Office of the Public Defender, Adult Probation Department, Sheriff's Office, and the Justice Advisory Council. Cook County requests funding and to secure treatment and other services for participants in order to improve their chances of successfully completing probation and staying out of prison.

Approximately, 8% of probation terminations meet the following criteria: sentenced to standard probation for a non-violent, felony offense; classified as medium risk or higher risk; and revoked and sentenced to the Illinois Department of Corrections as a result of the revocation. The average number of probation terminations per month over the past 18 months has been 1,077, which is equivalent to 12,924 terminations per year. Hence, it is estimated that 1,034 (i.e., 8% of 12,924) cases annually would meet the criteria listed above. Since the ARI program's inception, 50.4% of cases meeting the criteria and identified as potential ARI candidates have been accepted after review of the individual's criminal history. Based on this, the target population is calculated by taking 50.4% of 1,034 which is 521. Next, the estimated number of active clients enrolled on both 6/30/14 and 7/1/14 are added to the target population to account for the "carry over" individuals (134 + 521 = 655). This results in a 25% reduction goal of 164 cases (655 x 25% = 164).

The initial Adult Redeploy Illinois grant funded Cook County's program for twenty-four (24)

months, from October 1, 2011 to September 30, 2013. During this period, the program employed evidence-based practices including substance abuse treatment, cognitive behavioral therapy and defined objectives, backed by swift and certain sanctions, which were targeted at moderate- to high-risk probationers. Originally, the goal of the program was to divert 125 (or 25% of the target population of 500) probationers from incarceration at the Illinois Department of Corrections by serving at least 200 within the funded grant period. That goal was exceeded. Now we will look to adopt the new strategies for use with more probationers, including those most at risk of recidivating.

## **II. REVIEW OF PROGRESS MADE**

The ARI Program began in October 1, 2012. Since then there have been a total of 349 cases accepted into the Program. Of those cases only 26 defendants (7%) were charged with a new felony offense while on ARI Probation. In addition, a total of 134 defendants (38%) have completed their ARI Probation. Since the Program's inception there have been three completed sessions of the Cook County Probation Department's cognitive behavioral therapy sessions. These are 25 week sessions that meet once a week for both a male group and a female group. At the end of each 25 week session a graduation was held and numerous defendant's have terminated early from their probation as a result of a successful completion of the Cognitive Behavioral Therapy class in addition to complying with all other terms of ARI probation.

Another success of the ARI Program is the relationship we have formed with the Westcare Foundation. Westcare Foundation is a national nonprofit that provides a broad continuum of behavioral and mental health services. Since our partnership with the Westcare Foundation began in August 2013, ARI has referred 115 defendants for assessment, of which 101 have been found in need of services. There are currently 78 active defendants participating in Cognitive Behavioral Therapy through Westcare, 19 of which are also receiving Trauma based therapy. To date there have been 20 defendants who have successfully completed their Westcare therapy while on ARI Probation.

An additional accomplishment of ARI has been the significant decrease in cannabis use. There has been an extremely high rate of defendant's ages 18-25 that have entered into the program testing positive for cannabis. These defendants have been daily cannabis smokers for 2-5 years. However, through a daily drug hotline in which defendants are required to call each morning, a significant majority of those defendants have become clean and continue to test negative for cannabis throughout their ARI probation. Also, there have been approximately 5 older defendants on ARI probation that have been on Methadone for many years and through supervised detoxification and intensive outpatient drug treatment have successfully weaned themselves off of the narcotic. These defendants have continued to remain drug free of any other illicit substances, i.e. heroin. These defendants have all been terminated early from their

probation and have remained drug free since.

## II. OVERVIEW OF JURISDICTION

The second most populous county in the United States, Cook County has a population of more than 5.2 million people and a geographic territory of 949 square miles. The county consists of more than 130 municipalities and Chicago which accounts for 54% of the county population. The Cook County criminal justice system is one of the largest in the country and includes more than 100 municipal police departments. In 2009, more than 219,000 misdemeanor cases and more than 30,000 felony cases were filed in the Circuit Court of Cook County.

<b>Characteristics</b>	<b>Total</b>
Population (2010)	5,194,675
Adults (ages 18 and over)	76% of population
Unemployment rate (2012)	10%
Percent of population below poverty line (2010)	15%
Percent of population with high school diploma (2010)	83%
Percent of population with a bachelor's degree or higher (2010)	33%
Adult felony probation caseload (2012)	21,380
Court imposed sentences to felony probation (2012)	13,074
IDOC commitments (excluding technical parole violators, 2010)	12,974
Average daily jail population (2009)	9,052 (2008 capacity: 10,192)

## III. STRATEGIES FOR DIVERSION

Cook County continues to develop a wide array of interventions with which to address non-violent offenders. To that end, deferred prosecution programs have been developed which primarily involve education and referral to services within the community, without subjecting the involved offender who complies with the requirements of the assigned program, to a preliminary hearing, much less a trial. It is the expectation that the offender would be afforded the opportunity to address his/her case in this manner in the early stages of a criminal history when there is limited criminal background. These options do not involve a conviction. Since the opportunities to address offenses in this manner are limited, the next interventions generally involve various forms of probation under the auspices of the judiciary, such as standard caseload probation and special needs probations, such as intensive drug probation, gang probation, and mental health probation, and do involve a conviction. The last, current, formal probation involves the various forms of the County's treatment court system, such as Drug Treatment

Court, Mental Health Treatment Court, Veterans Treatment Court, and Prostitution Court. They involve a conviction along with extensive treatment requirements and close judicial supervision. .

#### **IV. STATEMENT OF PROBLEM**

Illinois faces a corrections crisis. The current prison system, designed to hold 34,000 inmates, is attempting to accommodate a record 49,000 prisoners. A significant number of non-violent offenders enter the Illinois Department of Corrections (IDOC) every year; 57% of FY2012 admissions to IDOC were for non-violent offenses eligible for diversion. Non-violent offenders are processed into the prison system at great cost to taxpayers and upon leaving prison; they continue to struggle with the problems contributing to their criminal behavior and are at high risk of committing new crimes.

Research shows that many non-violent offenders could be supervised in the community more cost-effectively and with better results; however, the resources for intensive supervision and treatment services are insufficient to meet offenders' needs and public safety concerns.

Cook County seeks support from the Adult Redeploy Illinois program to establish a continuum of local, community-based sanctions and treatment alternatives for non-violent offenders who would otherwise be incarcerated if those local services and sanctions were not available. Specifically, the Adult Redeploy Illinois-funded program in Cook County focuses on probationers who violated their probation requirements and who were at risk of returning to prison for that behavior. The specific goal of the program was to keep people ordered to probation on probation, avoiding the additional use of a prison sentence for a group that has been convicted of a probationable offense and found suitable by a judge to be placed on probation. The aim was and remains to insure that technical violations do not send a probationer to prison.

A recently conducted preliminary study of the Cook County ARI program population indicates that many participants were not at risk of going to prison when they entered the program due to their probation violations. Stakeholders understand that in order to continue to participate in ARI funding the program will have to modify its referral procedure to capture more of the prison bound population. The Stakeholders have committed to assessing whether defendants, on probation and charged with a new felony, can be evaluated for participation in the program and whether certain types of violations/offender profiles are more likely to result in prison sentences. The Stakeholders will explore the possibility of a multi-disciplinary review of referrals, with the goal of a broader consensus on program participation.

#### **V. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS**

**GOAL:**

Cook County will reduce commitments of non-violent felony probationers engaged in the program to the Illinois Department of Corrections by at least 25%, 164 out of 655 (see calculation in Summary section).

**Objectives:**

(1) Hire additional staffing throughout the criminal justice system to improve capacity.

**Performance indicators:**

- number of probation officers hired/retained
- number of prosecution staff hired/retained
- number of defense staff hired/retained
- probationer-to-officer ratio

(2) Serve 200 non-violent felony probationers and provide swift and certain sanctions when probation conditions are violated, as well as access to a continuum of treatment and support services.

**Performance indicators**

- Number of successful terminations
- number of warrants served
- number of violations
- number of violation/noncompliance hearings
- number of probation missed probation appointments
- number of days of electronic/GPS monitoring
- number of days in jail
- number of new arrests
- number of probationers participating in substance abuse treatment
- number of probationers participating in cognitive behavioral programming
- number of probationers participating in trauma-related mental health treatment
- number of days the probationer is employed
- number of days probationers are enrolled in school.

Cook County agrees to participate in performance measurement and evaluation activities in conjunction with the Illinois Criminal Justice Information Authority and as developed by the Adult Redeploy Illinois Oversight Board according to statute. Specifically, the Crime Reduction Act requires a "performance measurement system that includes but is not limited to the following key performance indicators: recidivism, rate of revocations, employment rates, education achievement, successful completion of substance abuse treatment programs, and payment of

*victim restitution.*"

Additionally, grantee site-specific information about the utilization of evidence-based practices will be collected for evaluation purposes. These reporting requirements will be developed upon negotiation with site administrators and the Adult Redeploy Illinois Oversight Board.

Cook County agrees to provide the following data elements:

### **Mandatory data elements for performance measurement**

#### Demographics:

- Name
- Date of birth
- Gender
- Race
- SID

#### Case information:

- Current offense (type of offense, class, dates of arrest and sentence).
- Date client was accepted/enrolled in the program
- If not accepted or enrolled, reason
- Termination date, reason

#### Adult Redeploy Illinois information:

- Probation/Adult Redeploy Illinois conditions (types of treatment required, restitution, education, etc.)
- Drug test information (date of test, drug tested for, test result)
- Substance abuse/mental health diagnosis (if applicable)
- Treatment provider(s)
- Status updates on these conditions (movement between phases, interrupted treatment, start date, completion date, compliance with treatment, etc.)
- Termination from conditions (successful or not, reason for termination, date of completion/termination)
- Changes in education level and employment
- Technical violations, rule infractions, other negative behavior (date, violation reason, sanction applied/response)
- Arrests/convictions while on Adult Redeploy Illinois (date, offense, class, sentence and date if applicable)



State of Illinois  
Circuit Court of Cook County  
Criminal Division

Paul P. Biebel, Jr.  
Presiding Judge  
Criminal Division

2600 South California Avenue  
Chicago, Illinois 60608  
773-674-7294

*Job Description*  
ACT Court Resources Coordinator  
Criminal Division

**History of Position**

The Access to Community Treatment (ACT) Court Resources Coordinator is a new position, funded by a grant from the Criminal Justice Information Authority (ICJIA). Although this position is funded for a nine-month grant period, the court will pursue the opportunity, if funding permits, to establish this as a permanent position in the Criminal Division. The ACT Court Resources Coordinator will report directly to the Director of Specialty Courts with ultimate responsibility to the Presiding Judge of the Criminal Division, Circuit Court of Cook County.

**Description**

Under the direction of the Director of Specialty Courts, the ACT Court Resources Coordinator will supervise the performance of providers contracting the ACT Court, facilitate comprehensive resource coordination, collect participant performance data, and assist with ACT Court administration generally.

**Essential Functions**

The essential functions of the ACT Court Resources Coordinator include the following:

- Work directly with Probation Officers and Case Managers to supervise performance of ACT Court community-based service providers.
- Monitor contract compliance with providers serving the ACT Court.
- Work with the Senior Research Associate and ACT Court Project Manager to coordinate logistics of data collection, including tracking participant progress and completing data entry.
- Assist the ACT Court Project Manager with preparing program reports, educational materials, documenting program meetings, corresponding with partners, and generally providing administrative support to the ACT Court team.
- Represent the interests of the interests of the ACT Court at meetings with community service providers and others as necessary.
- Develop relationships with community services providers, including organizations providing behavioral healthcare, educational services, vocational services, housing support, and post-conviction assistance.

- LSI-R/other assessment scores, initial and follow up (date, and at least final assessed risk level and override if applicable)
- Number of in-person visits with each client monthly (in-office visits, field visits, any time the officer and client meet face-to-face. Phone contacts should not be counted as face-to-face contacts).

Other data fields may be requested as necessary throughout the tenure of the grant. The grantee agrees to collect and report on any additional data elements developed by the Illinois Criminal Justice Information Authority in conjunction with the Adult Redeploy Illinois Oversight Board.

## **VI. PROGRAM STRATEGY**

Cook County proposes utilizing Adult Redeploy Illinois funds to target services to probationers to reduce violations over time and subsequent sentencing to IDOC. The program will be modeled in part on the Hawaii's Opportunity Probation with Enforcement, or HOPE program developed by Judge Steven Alm.

Eligibility for the program will be determined by the State's Attorney and Adult Probation, based on the probationer's risk level and criminal history. Any individual currently sentenced to probation for a violent crime or having been convicted of a violent crime within the past ten years will be deemed ineligible. The probationer will then have a brief notification/orientation hearing by the judge, with counsel present, to clearly communicate the program's parameters, expectations and consequences to encourage the probationer's compliance and success.

Over the course of the grant period, the program will serve 200 probationers. The goal of the program will be to detour 164 (or 25% of the target population) probationers from incarceration at the Illinois Department of Corrections. Cases will be selected from a group of individuals who were sentenced to probation for non-violent felony offenses and who subsequently violate the conditions of their probation by committing a technical infraction or by being arrested for a new misdemeanor offense. Cases deemed eligible will be assigned to the program judge. The program judge will explain the rules of the program including any additional conditions of probation and consequences for failing to comply. A new probation specification sheet will be signed by the judge and given to the probationer.

Probationers whose criminal behavior is related to substance use/abuse will be given routine, timely and randomized drug tests. Each will be assigned a color at the orientation hearing and will be required to call a drug testing hotline each morning to see if his/her color has been selected that day. The probationer must appear at the probation office before 12pm for the test. The program will use instant tests. If the probationer chooses to challenge a positive test, it will

be sent to an off-site lab for confirmation. The probationer will be subject to testing every day with a maximum of six tests per month and a minimum of one test per month. The frequency of the randomized testing will be gradually reduced for those who consistently report and have negative results. Positive drug tests and/or admissions to drug and/or alcohol use shall result in immediate detention and a court appearance the same day.

Non-appearance for a drug test or probation appointment or other rule infraction shall result in the probation officer immediately completing a Request for a Violation of Probation form which will be filed by the assistant state's attorney. Failure to appear for the scheduled court date shall result in the issuance of a warrant at the program judge's discretion. The Cook County Sheriff will assist in expedited warrant service to ensure violators are brought in as quickly as possible. Probationers will be encouraged to turn themselves in which will demonstrate personal responsibility and save law enforcement resources.

The consequence for the violation/non-compliance will be a brief but certain punishment. When the probationer commits a technical violation the judge, at his/her discretion will sanction the probationer based on an established menu of options. Generally sanctions have included increased reporting to Probation and/or the Court, increased drug testing, treatment, home confinement/curfews to be electronically monitored, community service, and short stays of incarceration in jail. The Stakeholders have committed to exploring additional options for both sanctions and incentives. One goal will be to reduce the use of the jail as a sanction. Any arrest on a violent offense will result in termination from the program. Any arrest for any other offense may result in termination from the program, at the program judge's discretion.

#### Diversions Programs in Cook County

Drug School Deferred Prosecution/Theft Deterrent Deferred Prosecution >>>

Felony Deferred Prosecution Program >>>

410 (expungable) Probation >>>

Standard Caseload Probation >>>

**ARI Probation >>>**

Special Needs Probation >>>

Treatment Court Probation

Resources and funding will be available for a continuum of care, including substance abuse treatment, and mental health-care including trauma based counseling-for those who request care or for those whom it is necessary to successfully succeed in the program and complete their probation. The services available have been expanded to include additional community based Cognitive Therapy and Trauma based counseling. The services are being supported by transit cards and incentives. These services which are evidence-based practices are designed to help get

to root cause of criminal behavior. The services were selected based on the needs of the target population. These services will be available in the community and participants will be assigned to participate in such services in the manner best serving their needs, with consideration being given to their work or educational schedule and in the manner least costly to the county.

With continued funding of the Cook County Adult Redeploy Illinois program, we will begin the process of evaluating the impact, viability of varying models, and implementation needs for a Community Restorative Justice board as part of the Cook County Adult Redeploy Illinois program. We will continue to address issues of scale, population and institutional partnerships. The Stakeholders have agreed to work with a local university professor with extensive knowledge and experience in the area of community and institutional corrections to analyze program participation and outcomes on an on-going basis. Stakeholders from the Judiciary have agreed to work at engaging other judges from the Cook County Criminal Division in support of the ARI program. The Stakeholders will initiate strategic communication about the program directed at other stakeholders, defendants, their families, and friends and the communities most affected by the criminal justice system.

## VII. IMPLEMENTATION SCHEDULE

Activities	Month started	Month Completed	Personnel Responsible	Frequency
Place Adult Redeploy Initiative Program contract on Cook County Board Agenda for approval by the Cook County Commissioners.	Month 1	Month 1	Justice Advisory Council (JAC)	N/A
Service Implementation/Clients start to be monitored and serviced by Adult Redeploy Initiative Program.	Month 1	Ongoing	All Stakeholders and Collaborators	Ongoing
Sub contract with Social Service providers	Month 1-2	Month 3	Probation	N/A
Create and sign new sub-contracts between JAC and Stakeholders.	Month 1-2	Month 2	Probation, SAO and PD	N/A
Monthly meetings between, probation, consultant and stakeholders	Month 1	Ongoing	All Stakeholders and	Monthly

			<b>Collaborators</b>	
Provide required program reports, per Adult Redeploy Initiative Oversight Board requirements	Month 1	Month 12	All Stakeholders	Monthly and Quarterly as requested
Planning meetings for Community Restorative Justice Board role in Cook County ARI.	Month1	Month 12	All Stakeholders	Quarterly



State of Illinois  
Circuit Court of Cook County  
Criminal Division

Paul P. Biebel, Jr.  
Presiding Judge  
Criminal Division

2600 South California Avenue  
Chicago, Illinois 60608  
773-674-7294

- Stay informed about the Affordable Care Act to the extent that impacts ACT Court participants.

**Other Responsibilities**

The ACT Court Resources Coordinator will generally serve as a backup to the ACT Court Project Manager.

**Qualifications**

The ACT Court Resources Coordinator will hold a Bachelor's Degree from an accredited university. He/she will also possess a Master's Degree or other graduate degree relating to social work, law, public policy, and/or criminal justice. Three or more years of direct experience in project management in the criminal justice field, may substitute for the graduate degree requirement. Experience with health insurance and/or the healthcare field are preferred but not required. Critical qualities for this position include an appreciation for the mission and purposes of the court, a strong work ethic, excellent organizational skills, and the ability to work well within a team of diverse professionals.



STATE OF ILLINOIS  
CIRCUIT COURT OF COOK COUNTY  
ADULT PROBATION DEPARTMENT

Timothy C. Evans  
Chief Judge

GEORGE W. DUNNE  
COOK COUNTY OFFICE BUILDING  
69 WEST WASHINGTON STREET, SUITE 1940  
CHICAGO, ILLINOIS 60602  
TEL: (312) 603-0240  
FAX: (312) 603-9993  
TDD: (773) 869-6880

Jesús Reyes, AM, LCSW  
Acting Chief Probation Officer

**Position Title:** Redeploy Illinois Probation Officer  
Access to Community – based Treatment Court (ACT)

**Location:** Adult Probation Department  
2650 South California  
Chicago, Illinois

**General Description:**

General duties include, but are not limited to, the following: supervising a caseload of probationers assigned to the Adult Redeploy Illinois program Access to Community-based Treatment Court in accordance with grant criteria and department policy, performing case management duties including assessing/reassessing risks and needs, completing individualized supervision plans, providing assistance to probationers to help them successfully complete probation, making appropriate referrals to outside service providers, and monitoring case progress; writing up new probation cases that are assigned based on information gathered from interviews with probationers and court documentation; working closely with the program judge(s) and attorneys, acting as liaison between the Adult Probation Department and the court, documenting court proceedings, and participating in court status hearings and case staffing meetings; responding immediately to all instances of probationer non-compliance, following procedures established by the court and department; preparing and presenting status reports, violation petitions, and termination petitions to the court; ensuring that all information presented to the court and received from the court is complete and accurate; testifying in court if needed; facilitating structured cognitive behavioral programming classes; collecting urine and DNA samples; performing frequent probationer drug testing, using instant tests and a randomized scheduling process; collecting fees; inputting information directly into the PROMIS System (e.g., reports, field visits, assessments/reassessments, supervision plans); completing field visits in accordance with department policy; working closely with contracted substance abuse treatment providers; cooperating with program evaluators and collecting/documenting evaluation related data; and performing all other duties as assigned. While it is subject to review and may be adjusted for operational needs, it is anticipated that this position will work a traditional work shift including "late night" scheduling. The officer must possess a minimum of a Bachelor's Degree from a four year accredited college/university, or equivalent experience and meet requirements of the Administrative Office of the Illinois Courts.



Celebrating 100 Years

*Instilling Responsibility, Providing Opportunities, Creating a Safer Community*



OFFICE OF THE STATE'S ATTORNEY  
COOK COUNTY, ILLINOIS

ANITA ALVAREZ  
STATE'S ATTORNEY

69 West Washington-32<sup>nd</sup> Floor  
CHICAGO, ILLINOIS 60602

## Assistant State's Attorney (ACT Court ASA)

**Primary Function:** *Under the supervision of the Adult Redeploy Illinois (ARI) Coordinator, to represent the State's Attorney's Office as a member of a multi-disciplinary team which manages the evaluation, admission, and ongoing participation of probationers sentenced to ACT Probation, including having primary responsibility for recommending sanctions to the court for participant non-compliance with the individual service plan and Program expectations.*

### Duties and Responsibilities:

#### Essential:

- Meet with Probation weekly, or more frequently if necessary, to review files of probationers being referred for consideration for the Program, then make the final determination of eligibility, based upon established Program guidelines as defined in the Policy and Procedure manual;
- Be present at each Program court date, to present information on the background of the probationers being recommended to the court for placement within the Program;
- Complete all legal forms necessary to facilitate the transfer of a probationer case from the originating court room to the Program court room;
- Whenever there is a VOP filed on an existing Program participant, will submit that VOP to the court as quickly as possible, certainly by the next Program court date;
- Participate in all Program planning meetings and case conferences related to existing or potential candidates;
- Track all info necessary for the Program coordinator to utilize in submitting reports to the funding entity (referral outcomes, existing VOPs, warrants, termination details, etc.);
- Arrange for coverage of any responsibilities described here, when not available.

#### Qualifications:

Must possess a law degree and be licensed in Illinois with a minimum of three years of prosecution experience, including at least one year of professional experience in alternative prosecution/sentencing program Experience interviewing defendants, witnesses, and victims in criminal matters, and prior Grand Jury experience is required.

STATE'S ATTORNEY'S OFFICE IS AN EQUAL OPPURTUNITY EMPLOYER

**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: Cook County  
Agreement #: 195021**

<u>SOURCE</u>			<u>Budgeted Amount</u>	<u>Designated Amount</u>
<b>Federal/State Amount:</b>	<b>ARI SFY 15:</b>	<b>Subtotal:</b>	<b>\$994,205.96</b>	<b>\$994,319.00</b>
<b>Match:</b>		<b>Subtotal:</b>	<b>\$0</b>	
<b>Over Match:</b>		<b>Subtotal:</b>	<b>\$0</b>	
<b>GRAND TOTAL</b>			<b>\$994,205.96</b>	<b>\$994,319.00</b>



**FRINGE BENEFIT WORKSHEET: Agreement #**

**195021**

**Cook County**

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the **TOTAL FRINGE BENEFITS** amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cell C-12 and H-12).

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$0</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	1.00
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$0</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$0</b>

\*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

**Contractual (\$685,291.64)**

***Office of Adult Probation***

The Office of Adult Probation will require 4.0 FTE Probation Officers to fulfill the scope of work under the grant. The cost per month for the 4 FTEs is \$31,142.42 (includes salary and fringe) x 12mos= \$373,709.04. (\$301,256.64 in salary and \$72,452.40 in fringe) for 4FTEs. The annual salary for each FTE is \$75,314.16, and the annualized fringe amount is \$18,113.11 per FTE. The probation officers will perform the following duties: case management, service linkages and referral, drug testing, and immediate response to noncompliance. The salaries and fringe are based on standard department rates. A detailed job description is attached.

***State's Attorney's Office***

The Office of the State's Attorney will require 1.0 FTE Assistant State's Attorney (ASA) and one Supervisor at .25 FTE to fulfill the scope of work proposed under the grant. The cost per month for both staff is \$12,310.22 (\$3,150 for the Supervisor, and \$9,160.22 for the ASA). The total cost for funding both positions for 12 months is \$147,722.64 (\$78,015.00/ASA annual salary + \$31,907.64 ASA annual fringe = \$109,922.64 /12 = \$9,160.22 per month and (\$3,150 /Supervisor x 12months= \$37,800.00). The respective duties and responsibilities for the position of ASA are as such: represent the State's Attorney's Office on a multi-disciplinary team, work with the Office of Adult Probation to determine offender eligibility for the ARI program, be present at all court dates, and participate in all program meetings and case conferences. The supervisor will be a .25 FTE his/her duties include providing supervision and support to the ASA assigned to ARI program.

***Office of the Public Defender***

The Office of the Public Defender will require 1.0 FTE to fulfill the scope of work proposed under the grant. The cost per month for 1 FTE including fringes is \$7,729 x 12 months= \$92,748.00. The respective duties and responsibilities for the position of Assistant Public Defender II are as follows: performs standard legal services in the capacity of a practicing criminal defense attorney on behalf of defendants who have been charged with criminal offenses in the Circuit Court of Cook County and assigned to the ARI program as well as represents the Office of the Public Defender in a multi-disciplinary ARI staff team.

***Office of Adult Probation –Travel (transit cards for participants)***

A transportation subsidy will be provided on an as-needed basis for ARI participants. An estimated 4 round trips per participant will be needed on a monthly basis using the Chicago Transit Authority at a cost of \$2.25/trip each way, or \$4.50/round trip. (100 participants x 4.5/round trip x 2.5 trip/mo x 12 months= \$13,500 or \$1,125.00 per month). **Only \$13,420 will be billed to the grant.**

***Office of the Cook County Sheriff- Expedited Warrants***

The Sheriff's Office will require 1.0 FTE in the amount of \$71,112/yr to fulfill the scope of work proposed under the grant as it relates to the execution of expedited warrants (an annualized amount of \$52,308 in salary, and \$18,804 in fringe)  $\$71,112 / 12 \text{ mos} = \$5,926 \times 12 \text{ months} = \$71,112$ .

***Office of Adult Probation- Drug Testing***

Drug-Testing Costs are based on an estimate of \$3.25 per test x an average of 1.5 tests per month x 70 participants ( $\$341.25/\text{mo} \times 12 \text{ months}$ ) = \$4,095 and an additional \$66 per month for a total of \$792 for retesting at the rate of \$1.10 per test for 60 participants.  $\$4,095 + \$792 = \$4,887$  total.

***Office of Adult Probation- Incentives***

As part of evidence-based practices, incentives (e.g. certificates, recognition ceremonies, movie passes) will be provided for compliance. Incentives, which will be determined on an individual basis, are estimated at roughly \$12.5 per participant (175 total). So approximately  $\$12.5 \times 175 \text{ participants} =$  around \$2,187.50. However, only \$2,000 will be billed to the grant. Or a monthly allocation for incentives of \$182.29.

***Office of Adult Probation-Substance Abuse Treatment***

These costs are based on an estimated monthly usage of various treatment modalities as follows: 1 participant in residential treatment at \$160.00 per day for 30 days x 12 mos = **\$57,600**; 3 participants in 12 hours of standard outpatient treatment at \$22.80 per hour = 820.80 per month x 12 months = **\$9,849.60**; and 5 assessments at \$63.36 each = \$316.80 per month x 12 months = **\$3,801.60**. **Total= \$71,251.20. However, we will bill the grant for \$62,000.** The County will absorb the residual costs of \$9,251.20 for treatment. Outpatient treatment costs are based on the Illinois Department of Human Services, Division of Alcohol and Substance Abuse approved rates and residential treatment rates are based upon the average of currently contracted provide.

***Community Restorative Justice Board***

The Justice Advisory Council will also be coordinating a planning and implementation process for a Community Restorative Justice Board in Cook County. Funds will be used for small speaker/facilitator honorariums for community meeting presentations for a total of \$1,314.72. It is estimated that three meetings/trainings will occur over the nine month grant for \$438.24 per mtg. Speaker/facilitators have yet to be identified.

JAC is budgeting planning costs at a rate of  $\$109.56/\text{mo} \times 12 \text{ mos} = \$1,314.72$ .

***Office of Adult Probation- GPS Monitoring***

The Adult Probation Department will provide Global Positioning System (GPS) monitoring as a sanction for noncompliance. The cost of contracted GPS monitoring equipment is \$3.5 per day per participant. Monthly costs are based on having three participants monitored for 30 days each month.  $3.5 \times 3 \text{ participants} \times 30 \text{ days} = \$315 \text{ per month} \times 12 \text{ months} = \$3,780$ . However, only \$1,000.00 will be billed to the grant.

***Contracted Community Treatment Provider (Total= \$224,292.72)***

***[Cognitive-Based Therapy (CBT) & Trauma Services]***

***Personnel (\$224,292.72)***

The grant will support personnel staff which includes a ARI Coordinator, Program Manager, Full-Time Counselor, Part-Time Counselor, and Director of Evaluation & Quality. The Program Manger (1 FTE @ 100% time) has a salary of **\$67,000/yr/12 months**=\$5,583.33/mo being billed to the grant. Full-Time Counselor (1 FTE @ 100% time) has a salary of **\$47,000/yr/ 12 months**=\$3, 916.66. The Part-Time Counselor (.75 FTE @ 100% time) has a salary of **\$35,000/yr /12 months**=\$2,916.66 being billed to the grant. The Director of Evaluation & Quality (1 FTE @ 70% time) has a salary of **\$41,004.52/yr /12 months**. The ARI Coordinator is a 1.0 FTE at 100% time for 9 months (starting in October 1, 2014 through June 30, 2015). The ARI Coordinator will be billed to the grant at **\$3,809.80/mo\*9 months**=\$34,288.20, with an annualized salary of **\$45,717.60**.

***Personnel Descriptions:***

- ***ARI Coordinator***  
The Adult Redeploy Illinois (ARI) Coordinator is a full time (1.0 FTE) position contracted with the Cook County Justice Advisory Council. The ARI Coordinator is responsible for the following duties and responsibilities: oversees the daily operations of the ARI program, develops working relationships with the ARI stakeholders and serves as a liaison between all ARI staff and stakeholders, attends community meetings to develop and maintain community relations, including but not limited to ARI committee meetings, maintains professional contact with community agencies and justice system stakeholders, completes and submits data and fiscal reports to the Illinois Criminal Justice Information Authority (ICJIA), closely reviews statistics generated through TRACKER and elsewhere (especially State Attorney's Office and Office of the Public Defender), assist officers with case staffing, and represent ARI officer in his/her absence. (**\$3,809.80/mo\*9 months**=\$34,288.20).
- ***Director of Evaluation & Quality***  
Person in this position will be responsible for the coordination of the research, development and evaluation of programs, fidelity and ensure that data systems will support research requirements and evaluation activities. Essential Job Functions include those listed in the

attached job description. **This position is also responsible for oversight of the Adult Redeploy Program.**

- **Program Manager**

Person in this position will be responsible for the daily operations of the ARI program and will provide **specialized leadership under the supervision of the Director of Evaluation and Quality.** Essential Job Functions include those listed in the attached job description.

- **Part Time Counselor**

Under the supervision of a qualified counselor – the part-time counselor is primarily responsible for the delivery of individual, CBT group and trauma groups and completion of documentation required for the client record including, but not limited to, development of the Individual Service Plan (ISP), ASI assessment, daily notes, monthly reviews and all related activities.

- **Full Time Counselor**

Counselors are primarily responsible for the delivery of individual, CBT group and trauma groups and completion of documentation required for the client record including, but not limited to, development of the Individual Service Plan (ISP), ASI assessment, daily notes, monthly reviews and all related activities.







Budget & Budget Narrative

Cook County

Agreement#

195021

TRAVEL	# of Months	# of Miles/mo	# of Months	Federal/State Amount	Match Contribution	Total Cost
Program Staff Mileage**				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Conferences Travel**	# of class	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
Per/Diem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
<b>TRAVEL COST</b>						<b>TOTAL TRAVEL COST</b>
						\$ -

\* State rate is calculated at \$.65/mile. If agency rate is lower use that lower rate.

\*\* Out of State Travel requires prior Authority approval

**Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.**

(See Attached Budget Instructions)

Budget & Budget Narrative

Cook County

Agreement#

195021

	Federal/State Amount	Match Contribution	Total Cost
PERSONNEL SERVICES	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 994,205.96	\$ -	\$ 994,205.96
	\$ 994,205.96	\$ -	\$ 994,205.96

## INDEPENDENT AUDIT INFORMATION SHEET

The Inspection and Audit section of your interagency agreement with the Illinois Criminal Justice Information Authority requires compliance with Office of Management and Budget revised Circular A-133. Audit requirements under revised Circular A-133 vary based on the level of federal funding an organization expends in a year:

- *Non-Federal entities that expend \$500,000 or more in a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) shall have a single or program-specific audit conducted for that year.*
- *Non-Federal entities that expend less than \$500,000 a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).*

Please provide the following information regarding your agency's compliance with Circular A-133 and return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 W. Adams, Suite 200 Chicago, IL 60606. If you have any questions, please call your grant specialist at (312) 793-8550.

### AGENCY INFORMATION

The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily program activities. An organization can be both the Implementing Agency and the Program Agency. Audit requirements apply to the Implementing Agency.

Implementing Agency: Cook County

Implementing Agency's FEIN #: 36-6006541

Agreement #: 195021

Program Agency: Cook County Justice Advisory Council

Program Title: Adult Redeploy Illinois (HOPE Program)

Program Period of Performance: July 1, 2014 through June 30, 2015

CONTINUE ON BACK SIDE

**AUDIT REQUIREMENTS (PLEASE CHECK APPROPRIATE BOX)**

X The above implementing agency will expend less than \$500,000 in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is exempt from audit requirements according to Circular A-133.

The above implementing agency will expend \$500,000 or more in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is required to have a single or program-specific audit according to Circular A-133.

**FISCAL YEAR INFORMATION**

Implementing Agency's fiscal year: December 1, 2014 through  
November 30, 2015

Dates covered by last independent audit: December 1, 2013 through  
November 30, 2014

Date last independent audit completed: May 30, 2014

Dates to be covered by next independent audit: December 1, 2014 through  
November 30, 2015

Expected completion date for next independent audit: May 30, 2015

Staff person who can answer questions regarding the Implementing Agency's independent audits:

Name: Sharrell Hibbler

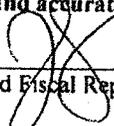
Title: Grants Coordinator Agency Cook County Justice

Advisory Council

Phone: 312.603.1141 Fax: 312.6039974

**CERTIFICATION**

I certify that this is a true and accurate report.

Prepared by:   
(Authorized Fiscal Representative)

### FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #200, Chicago, Illinois 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: Cook County  
Implementing Agency's FEIN #: 36-6006541 Agreement #: 195021  
Program Agency: Cook County Justice Advisory Council  
Program Title: Adult Redeploy Illinois (HOPE)

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Sharrell D. Hibbler  
Title: Grants Coordinator  
Agency: Cook County Justice Advisory Council  
Address: 69 W. Washington, Suite #1110  
Phone: 312.603.1141 Fax: 312.603.9974

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Sharrell D. Hibbler  
Title: Grants Coordinator  
Agency: Cook County Justice Advisory Council  
Address: 69 W. Washington, Suite #1110  
Phone: 312.603.1141 Fax: 312.603.9974

3. Will a separate fiscal account/fund be maintained for the program?

Yes, this account will maintain: (Choose one)

Federal funds only

Both federal and local matching funds

No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Attention: Sharrell Hibbler

Address: \_\_\_\_\_

69 W. Washington, Suite #1110

Chicago, IL 60602

ATTN: \_\_\_\_\_

5. What organization is listed as holder of the bank account into which program funds will be deposited?

Cook County Justice Advisory Council

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13-15
5	Cook County Signature Page	EDS 16

**SECTION 1**  
**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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement.** Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

## SECTION 2

### CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant 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 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes:  No:

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
1100 CERMAK, SUITE B414  
\_\_\_\_\_  
CHICAGO, IL 60608  
\_\_\_\_\_

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes:  No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Applicant owns no real estate in Cook County.

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

If the Applicant 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 Applicant must explain below:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

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 Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"Person" "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. A Person 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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name: LESLIE BALONICK

D/B/A: WESTCARE ILLINOIS INC FEIN NO/SSN (LAST FOUR DIGITS): 5708

Street Address: 1100 W. CERMAK, SUITE B414

City: CHICAGO State: IL Zip Code: 60608

Phone No.: 312 568-7051 Fax Number: 312 243-4107 Email: LESLIE.BALONICK@WESTCARE.COM

Cook County Business Registration Number: (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable):

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[X] Other (describe) NON-PROFIT

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Richard Steinberg	1711 Whitney Mesa Drive Henderson NV	President	1/1/14
JIM HANNA	1711 Whitney Mesa Drive Henderson NV	SECRETARY	1/1/14
JINA STILES	1711 Whitney Mesa Drive Henderson NV	TREASURER	1/1/14

**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.

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

*Les Bal*  
Signature

LESLIE.BALONICK@WESTCARE.COM  
E-mail address

SENIOR VICE PRESIDENT  
Title

4-10-2015  
Date

312-568-7051  
Phone Number

Subscribed to and sworn before me  
this 10 day of April, 2015

X *[Signature]*  
Notary Public Signature

My commission expires:



Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: WESTCARE ILLINOIS INC  
Address of Person Doing Business with the County: 1100 W. CERMAK, SUITE B414  
CHICAGO, IL 60608  
Phone number of Person Doing Business with the County: 312 568-7051  
Email address of Person Doing Business with the County: LESLIE.BALONICK@WESTCARE.COM

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

LESLIE BALONICK, SR. VICE PRESIDENT, 312 953-4035

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify: SEE ATTACHED*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ \_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**B. Description of Business With The County**

Awarded

Contract No. 1353-12842

Contract Value: \$95,000

Professional Services – Cognitive Behavioral and Trauma Program for Justice Advisory Council

Contract No. 1311-12721

Contract Value: \$12,725,859

Continuum of Care Substance Abuse and Mental Health Treatment Program

Contract No. 1453-13385D

Contract Value: \$100,000

Recidivism Reduction Grant

Pending

RFP No. 1553-14328

Contract Value: \$100,000

Recidivism Reduction Grants for Justice Advisory Council

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

\_\_\_\_\_  
 Signature of Recipient

4-10-15  
 Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

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

Execution by Corporation

SR. VICE LESLIE BALONICK  
President's Name

SR. VICE Leslie Balonick Senior Vice President  
President's Signature

312 568-7051  
Telephone

LESLIE.BALONICK@WESTCARE.COM  
Email

[Signature] Sec/WCTR  
Secretary Signature

04/16/2015  
Date

Execution by LLC

\_\_\_\_\_  
Member/Manager (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partner/Joint Venturer (Signature)\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Signature

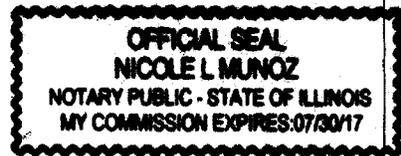
\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

Subscribed and sworn to before me this 16 day of April, 2015.

My commission expires:



[Signature]  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



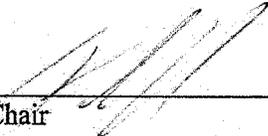
## **RESOLUTION WCIL 2012-03**

### **RESOLUTION OF WESTCARE ILLINOIS, INC. BOARD OF DIRECTORS AUTHORIZING THE CONTRACTING POWERS OF THE OFFICERS OF THE CORPORATION.**

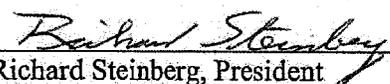
WHEREAS, the following organizational resolution was passed at a regular meeting of the Directors of WestCare Illinois, Inc. (the "Corporation"), held on October 20, 2012, at which a quorum was present.

THEREFORE, BE IT RESOLVED that, subject to any Contract Policy as may be adopted by the Board, in its discretion, and in addition to those authorizations expressly set forth in Section 5 of *The Amended and Restated Bylaws of WestCare Illinois, Inc.* dated October 20, 2012, and unless otherwise limited or directed by the Board, the President, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and Regional Senior Vice President be, and each of them hereby is, authorized to sign and execute in the name and on behalf of the Corporation all applications, contracts, licenses, permits, leases and other deeds and documents or instruments in writing of whatever nature that may be reasonably required in the ordinary course of business of the Corporation, and pursuant to the mission and purpose of the Corporation, and that may be necessary for, and incidental to, the lawful operation of the business of the Corporation, and to do such other acts and things as such officers deem necessary or advisable to fulfill such legal requirements as are applicable to the Corporation, its mission and purpose.

PASSED AND ADOPTED at its regular meeting of the Board of Directors of WestCare Illinois, Inc., held on this 20<sup>th</sup> day of October, 2012, by a unanimous vote:

  
\_\_\_\_\_  
Tom Walsh, Chair  
Board of Directors  
WestCare Illinois, Inc.

October 20, 2012  
Date

  
\_\_\_\_\_  
Richard Steinberg, President  
Board of Directors  
WestCare Illinois, Inc.

October 20, 2012  
Date

  
\_\_\_\_\_  
Jim Hanna, Secretary  
Board of Directors  
WestCare Illinois, Inc.

October 20, 2012  
Date

SECTION 5  
COOK COUNTY SIGNATURE PAGE

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

*John E. M*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF June, 2015

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

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

1530-14412

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 195,057.16

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUN 10 2015

APPROVED AS TO FORM:

Not Required

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

COM \_\_\_\_\_