

PROFESSIONAL SERVICES AGREEMENT

**VIOLENCE PREVENTION, INTERVENTION, AND REDUCTION
DEMONSTRATION GRANTS (\$100,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

STORYCATCHERS THEATRE

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2016

CONTRACT NO. 1553-14558E

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	MBE/WBE Utilization Plan
Exhibit 6:	Economic Disclosure Statement

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 Storycatchers Theatre, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

BACKGROUND

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

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	Evidence of Insurance
Exhibit 4	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 5	MBE/WBE Utilization Plan
Exhibit 6:	Economic Disclosure Statement

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 Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the 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.

l) 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 March 1, 2016 ("**Effective Date**") and continue until February 28, 2017 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 extend this contract 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: Justice Advisory Council
69 West Washington Street, Room 1110
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner

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: Storycatchers Theatre
544 West Oak Street, Suite 1005
Chicago, Illinois 60610
Attention: Nancy McCarty, Executive Director

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

ARTICLE 12) AUTHORITY

Execution of this Agreement by 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



Storycatchers Theatre

544 West Oak Street, Suite 1005 | Chicago, IL 60610
312.280.4772 | www.storycatcherstheatre.org

Celebrating 30 Years

May 1, 2015

Office of the Chief Procurement Officer
118 N Clark Street, Room 1018
Chicago, IL 60602
Attention: Shannon E. Andrews, Chief Procurement Officer

Dear Ms. Andrews:

Please accept the enclosed proposal on behalf of Storycatchers Theatre for a Violence Prevention, Intervention and Reduction Demonstration Grant of \$100,000. Storycatchers requests support for a program that uses creative nonfiction and the performing arts to help recently released young people navigate successful reentry to their homes and communities. This is a population at high risk for violent behaviors, and Storycatchers has a documented history of helping marginalized young people develop the capacity to reduce instances of violence and other self-destructive behaviors.

In June 2014, Storycatchers implemented an 18-week pilot of Changing Voices as an aftercare arts employment program. In March 2015, the company resumed the program with support that included a \$40,000 Violence Prevention, Intervention and Reduction Seed Grant from the Cook County Justice Advisory Council. At that time, Storycatchers relocated Changing Voices to a program site provided by the North Region Aftercare Field Services office at 100 N. Western. The new relationship with Aftercare Field Services allows Storycatchers to coordinate with aftercare specialists to maximize the program model's capacity to reduce rates of re-offending and re-incarceration among recently released young people.

With this proposal, Storycatchers seeks renewed support from the Justice Advisory Council to sustain and expand Changing Voices as a year-round employment opportunity that the company coordinates as part of a comprehensive post-release support network. This program has already demonstrated efficacy at encouraging participants to complete their high school educations and/or to seek legitimate employment.

Storycatchers provides program staff and implements the program. In addition to supplying the program site, Aftercare Field Services assists with participant recruitment and works with Storycatchers' case manager to ensure that participants have access to needed resources, including substance abuse counseling and other critical services.

I appreciate your consideration of this proposal.

Sincerely,

Nancy McCarty
Executive Director

BOARD OF DIRECTORS:

Stephanie Arkin, Treasurer
Stan Barrish
Giovanni Barbat
Marty Behn, Chair

Jonith Breadon
Lael Johnson
Arthur Kohman
Yvonne Lange

Richard Nilles, Vice Chair
Rhoda Reeling
Carol S. Sadow
Iris Witkowsky

Meade Palidofsky, Artistic Director

Nancy McCarty, Executive Director

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
C. Agency Description

ORGANIZATIONAL MISSION AND HISTORY

Storycatchers Theatre prepares young people to make thoughtful life choices through the process of writing, producing and performing original musical theatre inspired by personal stories. Since its inception in 1984, under the name of Music Theatre Workshop, the company has served thousands of young people through innovative programs that use the performing arts to promote change in the following areas: personal growth and self-knowledge; conflict resolution, peer relations and teamwork; healthier family interactions; and increased awareness of community issues and resources.

Storycatchers' history of organizational partnerships has strengthened its programs and helped to expand the company's reach and impact. Current program partners include the Illinois Department of Juvenile Justice (IDJJ), Cook County Juvenile Detention Center, Columbia College Chicago, Holsten Human Capital Development and the Chicago Symphony Orchestra. Storycatchers also works with the Illinois Childhood Trauma Coalition to advocate for improved quality of life for court-involved youth.

Storycatchers began developing its award-winning residential program model for detained and incarcerated youth in 1990 through a partnership with Cook County Juvenile Detention Center (CCJDC), and established a gender-specific approach in 1995. In 2002, Storycatchers implemented Fabulous Females at the Illinois Youth Center (IYC)-Warrenville, and by 2005, the program was on a year-round schedule there. In 2009, at the request of the IDJJ, Storycatchers implemented Firewriters for boys at IYC-Chicago modeled after the success at Warrenville. In 2010, with the support of the Chicago Community Trust, Storycatchers re-established regular programming at CCJDC for the first time since 2007 with the current Temporary LockDown program.

The act of using their personal stories to create a work of art cultivates pride and increased self-esteem in participating adolescents, who are often able to use the creative process to better understand and release their personal pain. The catharsis of peer group storytelling has demonstrated efficacy as a consistent bridge to therapy, particularly at Warrenville. As a result, the IDJJ Chief of Mental Health Services oversees Storycatchers' relationships with counseling and administrative staff at all IDJJ program sites, facilitating the exchange of insights into family backgrounds, mental and emotional health issues, and behavioral concerns. This relationship ensures access to the youth most in need of Storycatchers' programs at each partnering facility. Notably, all of Storycatchers' current residential programs for court-involved youth were initiated by direct requests from juvenile justice facilities.

Storycatchers has achieved local, state and national recognition, with profiles on National Public Radio, in the Chicago Tribune and other local media, and in nationally released documentaries and academic studies. Nationally recognized figures such as Shirley Brice-Heath, Professor of Linguistics and English with the Stanford Center on Adolescence, and Ira Glass, host of WBEZ's *This American Life*, point to Storycatchers as an example of creative youth development programming that works. In 2013, the President's Committee on the Arts and Humanities honored Storycatchers for its work with detained and incarcerated youth with a National Arts and Humanities Youth Program Award. Only 12 organizations nationwide receive this award each year; it is the highest honor in the United States for after-school and out-of-school programs.

CURRENT PROGRAMS

RESIDENTIAL PROGRAMS

- **Fabulous Females** for girls at the Illinois Youth Center (IYC)-Warrenville
- **Firewriters** for boys at IYC-Chicago
- **Temporary LockDown** for boys at Cook County Juvenile Detention Center

Storycatchers engages participants in all residential programs with the following structure:

- Story collection/recruitment workshops that serve as introduction to the program and engage large groups of facility residents two or three times during a program year.
- Weekly or twice-weekly workshops, in which participants write and share their individual stories, identify themes and challenges that emerge from the stories, develop composite characters and then outline and create a musical play. Throughout each program module, participants work with teaching artists to set goals that help them to practice positive interactions with peers, facility staff and families. Each session engages a group that can range from as few as eight to as many as 15 youth. The material developed in these workshops culminates in the production of original musical and dramatic material for audiences of fellow residents, families, and community members.
- Staged readings and fully produced performances of the original work developed primarily by the core group, typically engaging a cast of 10-20 youth. Residents who have not participated on a regular basis attend and participate in post-show Q&A sessions. The performances engage the full population in the process, and function as an invitation to participate in the twice-weekly workshops when a new session begins. They also provide opportunities for families and members of the general public to see the work and engage in post-performance discussions with participants.

COMMUNITY PROGRAMS

Changing Voices, the subject of this proposal. Storycatchers conducts this program with support from the Illinois North Region Aftercare Field Services Office. In June 2014, with a grant from the Illinois Criminal Justice Information Authority, Storycatchers implemented an 18-week pilot Changing Voices program for recently released juveniles and young adults. The Changing Voices Ensemble developed a musical about the challenges they face upon reentry, and toured the show to schools, community centers and aftercare sites. In 2015, Storycatchers secured a Cook County Justice Advisory Council Violence Prevention, Intervention and Reduction Seed Grant, as well as additional support from other donors, which enabled the company to resume Changing Voices in March 2015 with the long-term goal of sustaining the program as a year-round employment opportunity for recently released young people.

Teens Together in partnership with Columbia College Chicago and Holsten Human Capital Development:

- Playwriting Ensemble, October-April: 8-12 high school students from throughout Chicago meet Saturdays to work with Storycatchers teaching artists and Columbia College Chicago Creative Writing graduate students at Columbia's Loop campus. Participants write and share personal stories, and work with the instructors to edit and refine the material, which provides the basis for the Summer Touring Ensemble production. This component includes two public performances of the work-in-progress, in December and April.
- Summer Touring Ensemble, June-August: 15-20 new and returning participants rehearse the youth-created musical for three weeks before embarking on a tour to parks throughout Chicago, with an emphasis on neighborhoods with limited access to the performing arts. The tour also typically includes performances at the Illinois Youth Centers in Chicago and Warrenville and local Summer Advantage sites, as well as evening performances at the anchor site on the near north side for community audiences. Since 2009, a relationship with the Chicago Housing Authority has ensured that approximately 50% of the Summer Ensemble participants are residents of public housing or mixed-income communities.

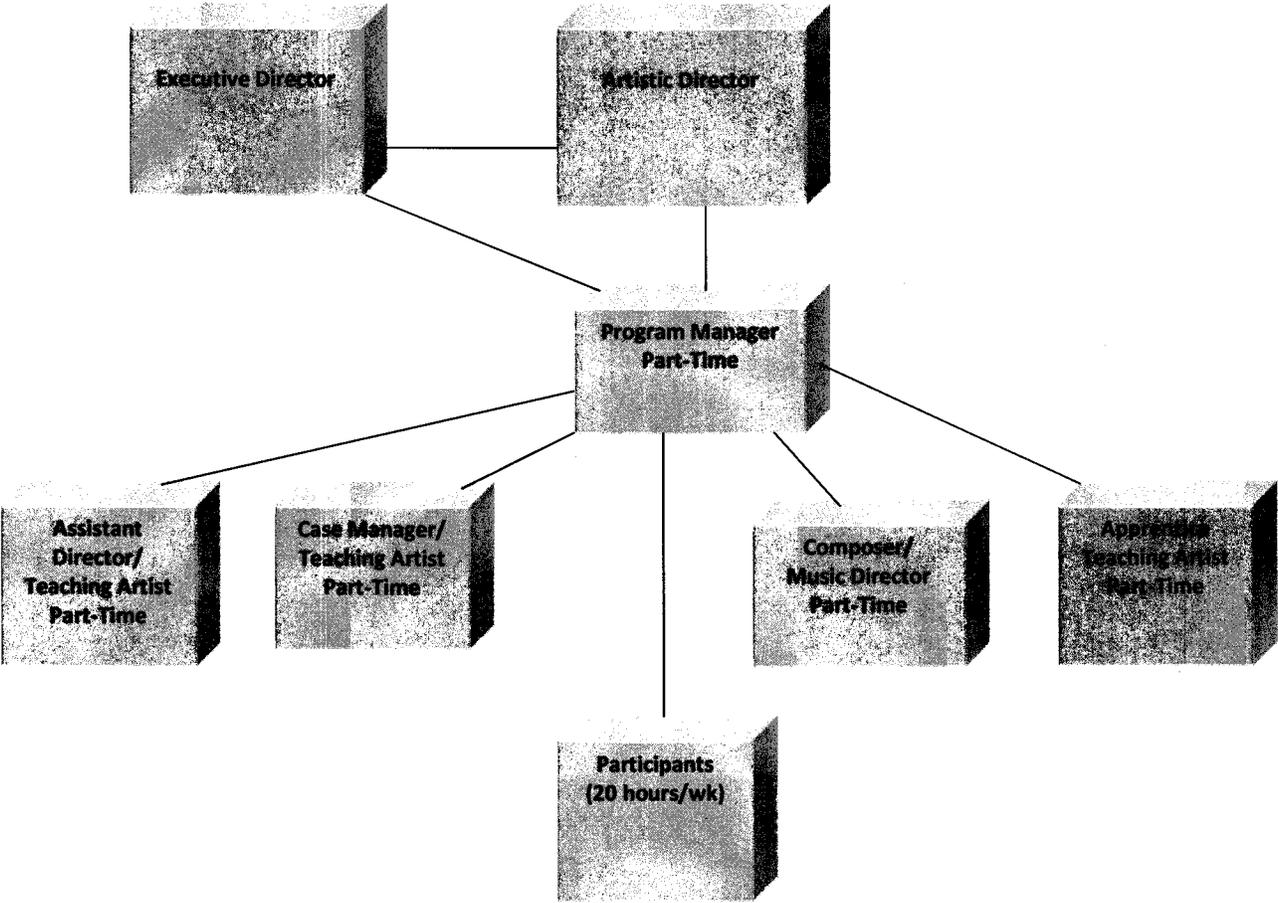
Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
D. Executive Summary and Project Organizational Chart

Program Overview: Storycatchers Theatre requests support for Changing Voices, an aftercare program that reduces violent behaviors in recently released young people. The adolescents that Storycatchers serves through this program face a wide range of challenges, including risk factors for psychiatric disorders and suicide, high experience rates of verbal, physical and sexual violence, and environmental obstacles to successful reentry. The Storycatchers process has an established history of guiding participants to a new understanding of their destructive behaviors as a response to prior trauma, and helping them to change their patterns so that these experiences do not dictate the subsequent shape of their lives. Storycatchers designs the program model to increase self-esteem, develop communication and leadership skills, provide conflict resolution techniques and serve as a gateway to therapy. Storycatchers offers the program as an employment opportunity to an ensemble of 12 recently released young people, who work four days per week, five hours per day, to perform an original musical about obstacles to reentry while writing and developing a new musical play based on their personal stories about court involvement and post-release challenges. The process includes rehearsal and performance of a play developed by the prior Changing Voices Ensemble; the development, rehearsal and performance of their own original one-act musical; and training in how to conduct interactive discussions and role-playing exercises which provide other young people who are court-involved or at risk of court involvement with tools to reduce violent and other self-destructive behaviors. Deliverables include an original script, a tour that includes performances, post-performance interactive discussions and role-play engagement with audiences, and a written record of progress and evaluation for each participant.

Key Personnel

- **Meade Palidofsky, Artistic Director**, is a director, award-winning playwright and lyricist who founded Storycatchers Theatre in 1984. She oversees all program staff and works with the teaching artists, participants and composer to develop and refine the script.
- **Nancy McCarty, Executive Director**, serves as Production Manager for all performances.
- **Eric M. Walker, Program Manager**, directly manages all teaching staff, coordinates all program elements, and is responsible for curriculum planning, Daily Activity Reports, directing the production, and scheduling the tour.
- **Shawn Wallace, Composer/ Music Director**, serves as an accompanist for rehearsals and performances in addition to composing the original score.
- **Edmund O'Brien, Assistant Director/Teaching Artist**, assists the Program Manager in staging the performances. He also serves as a teaching actor, performing with the youth ensemble and providing modeling and on stage support.
- **Tracey Baker, Case Manager/Teaching Artist**, serves as a liaison between Storycatchers and Aftercare to ensure that participants receive the post-release support they need to be successful in the program. She is also a teaching actor/singer/musician.
- **Wilson Cain III, Apprentice Teaching Artist**, serves as a teaching actor, performing with the youth ensemble and providing modeling and on stage support.
- **Bradley C. Stolbach, PhD., Program Advisor**, is Associate Professor of Clinical Pediatrics at the University of Chicago Pritzker School of Medicine. He provides trauma-informed training to all teaching staff and serves as an on-site program advisor for Changing Voices.

STORYCATCHERS THEATRE
VIOLENCE PREVENTION, INTERVENTION AND REDUCTION DEMONSTRATION GRANT (\$100,000)
CHANGING VOICES PROJECT ORGANIZATIONAL CHART (D)



Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)

E. Description of the Problem

This proposal requests support for a program that is expanding the scope of Storycatchers' work with court-involved young people to address the challenges that they face upon completing their sentences and returning to their homes and communities. In June 2014, with support from the Illinois Criminal Justice Information Authority, Storycatchers implemented an 18-week pilot program to serve post-release young people in partnership with the Community Violence Prevention Program of the Greater Auburn-Gresham Development Corporation and Target Area Development Corporation's Community Support Advisory Council. Upon successful completion of that pilot program, Storycatchers received funding from multiple sources, including a Violence Prevention, Intervention and Reduction Seed Grant of \$40,000 from the Cook County Justice Advisory Council, and resumed the program on March 2, 2015 at a new program anchor site, 100 N. Western Ave., in coordination with the Illinois North Region Aftercare Field Services Office.

Storycatchers submits this request for support to sustain the program on a year-round basis and maximize the opportunity it provides for successful re-entry and reduced violent behaviors in recently released young people.

Storycatchers collaborates with the Illinois Department of Juvenile Justice (IDJJ) and the Aftercare Field Services Office to meet the unique needs of post-release juveniles. The goal of this program is to reduce instances of violence and other actions leading to re-incarceration, and eventually become a critical component of a new statewide aftercare system that will provide mentoring and transition services such as comprehensive case management, safe housing, education reintegration, job training, employment opportunities, individual and family counseling, life skills training, and engagement in arts-based mentoring programs such as the one provided by Storycatchers.

Storycatchers recruits recently released young people who are returning to homes and communities in the metro-Chicago area, with an emphasis on high-crime neighborhoods. According to the Illinois Criminal Justice Information Authority (ICJIA), neighborhoods with high rates of crime are typically areas that produce large numbers of court-involved youth. Until the development of Illinois Aftercare, juveniles have typically been released into the adult parole system and returned to these dysfunctional environments without meaningful support, leading to high rates of school dropout, unemployment, violent behaviors, parole violations and recidivism. The Illinois Juvenile Justice Commission's 2012 annual report revealed that "the Commission's [2011] **Youth Reentry Improvement Report** found that the juvenile justice system did little to prepare youth and families for the youths' return home; paroled youth rarely received needed services or school linkages and too often are returned to youth prison due to technical parole violations; and Prisoner Review Board parole revocation proceedings are largely perfunctory hearings where the youth's due process rights are not protected."

The 2011 **Youth Reentry Improvement Report** further stated, "The adult parole system acts as a surveillance-only system, ensuring that parolees do not engage in prohibited behavior. Focused on compliance, this system fails to assist youth parolees with locating and obtaining

necessary services.” The 2012 ICJIA report, **Juvenile Recidivism in Illinois: Exploring Youth Re-Arrest and Re-Incarceration**, found that 86% of youth in the sample of 3,052 adolescents were re-arrested within three years of release from the Illinois Department of Juvenile Justice (IDJJ), and 68% were re-incarcerated. That report also reinforced the case for post-release support, determining that “for the vast majority of youth, recidivism plummeted once they had been out of IDJJ facilities for a year or more. Youth who managed to stay out of the system for the first year stood a good chance of staying out of the system permanently.” Storycatchers strategically designs its program model to increase the capacity in young people to avoid instances of re-offending and re-incarceration.

Storycatchers has developed its program model to address the needs of court-involved youth, which are great, frequently misunderstood, and typically underserved. A significant focus of the program model is to help this population increase capacity for self-regulation so that they are able to recognize and proactively address behavioral patterns that in the past have led to violent actions and other self-destructive behaviors. Storycatchers accomplishes this by using creative nonfiction and the performing arts to involve at-risk young people in a long-term process that guides them to an understanding of the links between the early experience of complex trauma and subsequent self-destructive behaviors that result in court involvement and other negative outcomes.

Storycatchers applies the framework of narrative drama to reinforce recognition of the connection between choices and consequences, helping participants increase their ability to make thoughtful decisions. The company uses the performance component to expand its reach and impact by engaging audiences in facilitated, interactive discussions about the topic raised in the play, and by training the young performers to lead their audiences in role-playing exercises to deepen the performance impact. The public performances and post-performance interactive sessions allow participants to take leadership roles and guide peers in role-play exercises that demonstrate how to control and redirect violent impulses, as well as how to access community resources such as counseling centers and supported employment.

Changing Voices helps at-risk young people to utilize community resources, break down barriers to seek counseling, and more honestly report challenges they face upon reentry. Since its inception in 1984, Storycatchers has developed and refined a uniquely effective methodology that uses creative nonfiction and the performing arts to help marginalized adolescents become more reflective, less reactive, more socially responsible and more respectful of themselves and others. The commitment and discipline of the Storycatchers process results in an in-depth examination of individual choices and subsequent consequences, fueling the desire to make choices that lead to positive outcomes.

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
F. Target Population

Changing Voices targets recently released adolescents and young adults, in coordination with the Illinois North Region Aftercare Field Services Office and with support from pre-existing partners within the Illinois Department of Juvenile Justice (IDJJ). With this program, Storycatchers extends and deepens its 25-year commitment to be a resource for court-involved youth. The company began working with this population in 1990 at the Cook County Juvenile Detention Center (CCJDC), and established a gender-specific approach there in 1995. In 2002, Storycatchers implemented a program for girls incarcerated at the Illinois Youth Center (IYC)-Warrenville, and by 2005, was on a year-round schedule at that facility. In 2009, at the request of the IDJJ, Storycatchers implemented a program for boys at IYC-Chicago modeled after the success at Warrenville. In 2010, with the support of the Chicago Community Trust, Storycatchers re-established regular programming at CCJDC for the first time since 2007. The addition of an aftercare program represents a long-term goal for Storycatchers: to be a resource to youth at all stages of court-involvement, from adjudication to incarceration through the last day of parole. With assistance from contacts at Illinois Youth Centers and the Aftercare Field Services Office, Storycatchers is able to recruit prospective Changing Voices candidates while they are incarcerated and play a role in planning for post-release support.

Young people within the juvenile justice system are disproportionately minority, impoverished, poorly educated and lack social networks.¹ Numerous studies have found rates of trauma exposure among youth in the juvenile justice system ranging from 74% to over 90%², and rates of Post-Traumatic Stress Disorder from 11% to 50%³. These findings demonstrate that incarcerated individuals frequently have childhood histories that include high levels of maltreatment, victimization, and exposure to other trauma. As a result, a wide range of challenging physical and mental health issues characterizes this population, including risk factors for psychiatric disorders and suicide, and high experience rates of verbal, physical and sexual violence.⁴

Despite the increasing recognition of trauma histories and trauma-related difficulties among juvenile offenders, the pathways from trauma exposure to criminal offending have yet to be fully explored, and interventions intended to address the effects of trauma remain comparatively rare in many juvenile justice facilities. For example, the American Academy of Child and Adolescent Psychiatry's Practice Parameter for the Assessment and Treatment of Youth in Juvenile Detention and Correctional Facilities⁵ includes a recommendation that clinicians should "evaluate for histories of trauma" and that "detailed assessment of the youth's past exposure to violence and perpetration of violent or illegal behaviors is essential;" however,

¹ Teplin, L., et al. (2006). Psychiatric Disorders of Youth in Detention. *Juvenile Justice Bulletin*. Office of Juvenile Justice and Delinquency Prevention: Washington, DC.

² Abram et al., 2004; Arroyo, 2001; Ruchkin, Schwab-Stone, Kopolov, Vermeiren, & Steiner, 2002

³ Arroyo, 2001; Cauffman, Feldman, Waterman, & Steine, 1998; Garland et al., 2001; Ruchkin et al., 2002; Teplin, Abram, McClelland, Dulcan, & Mericle, 2002; Wasserman, McReynolds, Lucas, Fisher, & Santos, 2002

⁴ Werner, E.E. (1989). High-risk children in young adulthood: A longitudinal study from birth to 32 years. *American Journal of Orthopsychiatry*.

⁵ Penn & Thomas, 2005

the Parameter makes no mention of the need for treatment focused on trauma and its effects in order to help young people change their behavior patterns.

Storycatchers offers a rare opportunity for court-involved youth to tell their stories in a context that encourages them to recognize the link between past trauma and self-destructive behaviors; and to redirect those patterns in order to envision and pursue successful futures. According to psychiatrist Judy Herman, a pioneer in the understanding and treatment of complex trauma, "sharing the (traumatic) experience with others is a precondition for the restitution of a meaningful world. Restoration of the breach between the traumatized person and the community depends, first, upon a public acknowledgment of the traumatic event and second, upon some form of community action." Through participation in Storycatchers' programs, court-involved youth have the opportunity to share their experiences and receive public recognition of their struggles. Storycatchers addresses the cycle of violence by creating a process-based culture of increased self-awareness and self-empowerment, which helps youth participants develop the capacity for redirection and positive change.

Since 1990, Storycatchers has developed and refined a program model specifically designed to help court-involved youth develop the capacity to make thoughtful life choices; reductions in violent behaviors is a critical measure of success. Indicators of success include:

- Development of empathy: the ability to recognize and appreciate the problems of others
- Understanding the importance of the ensemble; recognizing that everyone needs the group to function collectively in order to succeed
- Learning to work through negative emotions towards a long-term goal
- Developing the ability to communicate personal fears and needs to others.

The court-involved adolescents that Storycatchers engages through its creative youth development programs have not usually received educational or life experiences designed to cultivate self-reflection, personal responsibility and/or empathy. Without adequate tools for self-examination or a vehicle for understanding the consequences of their own choices, their environments during and after their time within the juvenile justice system often present enormous obstacles that result in high rates of parole violations, violent actions, unemployment, and incomplete educations. Storycatchers uses the creative process to guide these youth to a new understanding of the link between emotional responses to past trauma and subsequent self-destructive choices and behaviors. Storycatchers' uniquely effective programs help participants change their behavioral patterns so that past challenges do not dictate the subsequent shape of their lives. One of the most direct results of this approach is a reduction of violence, as the Storycatchers process includes productive ways to recognize, address, and resolve conflict.

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
G. Proposed Program and Implementation Schedule

PROGRAM DESCRIPTION

A Demonstration grant will be of critical assistance in enabling Storycatchers to sustain Changing Voices as a year-round employment resource for recently released youth. The program engages a core group of 12 recently released young people and requires a commitment to a four-day, 20-hour work week.

Following the successful 18-week pilot program, which ran from June-October 2014, Storycatchers received support from a Cook County Justice Advisory Council Violence Prevention, Intervention and Reduction Seed Grant, as well as private funders, to resume Changing Voices in March 2015, at a new site provided by the Illinois North Region Aftercare Field Services office. Storycatchers' contacts in Aftercare and elsewhere in the Illinois Department of Juvenile Justice (IDJJ) asked the company to focus Changing Voices recruitment efforts on re-entering young people most at risk of re-incarceration, i.e., adolescents returning to high-crime Chicago neighborhoods and/or dysfunctional home environments.

A maximum of 12 recently released youth meet for a 4-day, 20-hour work week (recruitment is ongoing; Storycatchers maintains a waiting list to sustain a core group of 12 in the event of attrition). The relationship with Aftercare Field Services provides the program anchor site at 100 N. Western Ave as well as access to Aftercare specialists and other resources, such as substance abuse counseling and educational opportunities. Storycatchers engages prospective participants in a two-week life/jobs skills orientation that includes an introduction to the process as well as an understanding of job expectations. This helps applicants unfamiliar with Storycatchers to make an informed decision as to whether to continue.

Since completing the 2014 pilot, Storycatchers has restructured the program to increase likelihood of success for participants. The company dedicates the first month of each new program cycle to remounting an original one-act musical from the prior cycle – in this case, **STRUGGLING IN THESE STREETS**, which was written by the first Changing Voices Ensemble during the pilot program in 2014. Each Ensemble will rehearse the existing one-act and prepare for a tour to high schools, middle schools, aftercare program sites, juvenile justice facilities, and other community venues throughout the metro-Chicago area. Storycatchers trains ensemble members to engage in post-show discussion and role-playing improvisations with audience members, exploring possible alternative choices the characters in the play could make. The final exercise at each venue will demonstrate how to ask for help and where to find it.

Storycatchers anticipates an average of two days per week of touring (with capacity to expand to three if necessary) and can offer a maximum of two performances a day. Once the tour is in process, the company will dedicate approximately half of each work week to writing and performance skills sessions that will engage each new Changing Voices Ensemble in the company's established creative youth development process. Teaching artists guide participants to use the Storycatchers process to identify obstacles to successful reentry as they return to

their homes and communities. The focus of these sessions will be to develop a new original musical inspired by the personal stories of each individual Changing Voices Ensemble. Storycatchers pays Changing Voices Ensemble members \$10.00/hour for a maximum of 20 hours per week. The company recognizes that for most program participants, engagement is not possible without financial compensation; furthermore, Storycatchers designs this program to provide participants with the experience of work that is rewarding and life-affirming.

The performances of each Changing Voices musical will be used as springboards for discussion and role-playing with audiences of other teens and young adults who are court-involved or at risk of court involvement. Storycatchers teaching artists train each 12-member ensemble in discussion and role-playing techniques. For example, role-plays will put audience members into situations where they are forced to make quick choices: to fight or walk away; to use or not to use a weapon. The process guides participants through all of the possible choices in each scenario, emphasizing the fact that each situation contains many choices with differing outcomes. The exercise will link each choice to its consequence, such as safety, re-arrest, overdose, or death; and then follow each consequence to the resulting emotional state. The exercises lead logically to each consequence without attaching an external judgment, allowing the young people to reach their own conclusions. This process teaches participants to make thoughtful choices by envisioning the varying outcomes for different actions. For many of these youth, who have grown up in reactive environments with minimal opportunities for self-reflection, the realization that they have control over their actions and reactions is extraordinarily empowering, and opens the door to a full realization of the control they have over their own choices. The final role-play of each post-show session will provide an example of how, when and where to seek help from a qualified adult resource.

The two-day-per-week summer touring schedule will allow Storycatchers to engage the ensemble in a new writing cycle, with the goal of developing an original one-act musical inspired by personal stories of current participants. This enables the company to integrate newcomers into the program while creating mentorship opportunities for ensemble members who continue as writers, performers or both. The experience of creating and touring the first play and receiving direct feedback in post-performance discussions will give returning participants a new perspective on the power of their stories and the impact of this process. Storycatchers has designed the program with multiple, ongoing points of entry so that new participants can work alongside others who have completed at least one program cycle, creating opportunities for peer mentorship as a key element of the program.

Storycatchers staffs Changing Voices with a Program Manager and a teaching ensemble who work closely with the company's Artistic Director and Founder, Meade Palidofsky. Program staff for Changing Voices includes a teaching artist who functions as a Case Manager; this individual coordinates with Aftercare Specialists to ensure that participants have full access to resources such as educational opportunities, individual and family counseling, and substance abuse counseling.

All teaching artists participate in year-round bimonthly training sessions to learn the Storycatchers method. The company strategically pairs experienced teaching artists with

newcomers as part of its training process. In addition, Storycatchers recruits promising alumni from its existing programs as apprentice teaching artists, and has made a point of creating apprenticeship opportunities with Changing Voices – for example, one of the alumni from the pilot program now serves as a Peer Leader in the current ensemble. This engages young people who have been both victims and perpetrators of violence as junior staff as well as participants wherever possible and appropriate. Storycatchers anticipates increasing its capacity to move participants into apprentice staff positions as the program continues to develop.

Changing Voices meets a core requirement of the Aftercare initiative in Illinois by providing on-the-job training for recently released youth. Storycatchers pays each participant \$10.00/hour for a maximum of 20 hours per week. This program fulfills multiple priorities for young people facing reentry – it is designed to provide productive, creative employment as well as increased capacity to proactively de-escalate and resolve emotionally charged situations without resorting to violence. For recently released young people returning to their homes and communities, employment opportunities and conflict resolution techniques are key elements for successfully avoiding re-arrest and/or re-incarceration.

By coordinating with Aftercare Field Services, Storycatchers will address one of the company's most critical challenges: the need for meaningful data regarding long-term impact of its programs. Storycatchers has established, consistent methods for collecting data on participants during program; but lacks the authority to track youth once they leave juvenile justice facilities. Through this program, Storycatchers will have increased access to data as court-involved juveniles transition back to their communities, which will help the company accurately assess the full impact of the Changing Voices program.

IMPLEMENTATION SCHEDULE

Storycatchers will implement the program through the following structure:

- **September-October 2015:** the Changing Voices Ensemble will be in the final stages of rehearsing and performing the original musical that they began writing in May 2015
- **November-December 2015:** Storycatchers staff will review the script developed by the Changing Voices Ensemble, and engage a minimum of two program alumni to assist in the refinement of that script in preparation to resume the program in January
- **January 2016:** teaching artists will engage 12 recently released young people, recruited with assistance from Aftercare Field Services and through the company's residential programs at Illinois Youth Centers in Chicago and Warrenville as well as the Cook County Juvenile Detention Center. Recruitment will include a two-week life skills/orientation period, as described elsewhere in this application
- **February-March 2016:** the Ensemble will commit to a 20-hour work week (5 hours/day, 4 days/week). Participants will rehearse the original musical developed by the previous Changing Voices Ensemble (March-October 2015) and learn techniques to guide post-show discussions and role-playing exercises.
- **April-June 2016:** the Ensemble will dedicate two days per week to touring (maximum of two performances per day) and two days per week to creative writing and performance skills workshops, with the goal of writing a new one-act musical inspired by their personal stories.

- Program activities during this phase include: guided self-reflection exercises; storytelling; creative writing; songwriting; improvisational exercises; script development; staged readings; rehearsals; and performances.
- Teaching artists will guide ensemble members to use the creative nonfiction writing process to identify obstacles to successful re-entry into their communities. As they share their material and identify common themes for a coherent narrative, they will begin to develop tools to overcome those obstacles and establish positive new life paths. The collaborative nature of the process will create a new network of peer support as these young people reintegrate into their communities.

Each program cycle includes staged readings of the work-in-progress and public performances of the original one-act musical created and performed by the youth participants in each Changing Voices Ensemble. Storycatchers presents performances and post-show discussions and role-plays at the program site and tours to high schools, middle schools, other Aftercare program sites, juvenile justice facilities and community venues throughout the metro-Chicago area. The tour provides participants with a rare experience of personal success. The opportunity to express their unique perspectives in a positive and creative public forum builds bridges for insight and understanding between these youth and the larger community.

A Demonstration grant will help Storycatchers sustain the program into the 2016 fiscal year with a mix of new and returning participants. Returning participants serve as mentors and peer leaders for newcomers. As the Ensemble embarks on a new round of generating written material, the company will continue to tour the pre-existing musical, using it both as a recruitment tool for the program and a basis for civic dialogue with at-risk individuals about the challenges faced upon re-entry. This parallel structure will continue with each new Changing Voices program cycle.

Storycatchers develops its scripts from participants' personal stories; but a critical element of the process is that the young people step into each other's stories in the performance component. This helps each individual see his or her story from a new perspective, and helps to build empathy as participants literally step into one another's shoes. As the ensemble works to braid individual stories into a coherent narrative, the teaching artists frequently ask participants to imagine what else could have happened at various key points. This engages young people to explore options other than violence as they develop a deeper understanding of the link between action and consequence, and empowers them to make more thoughtful, constructive choices as they take control of their futures. They then extend this aspect into their roles as discussion moderators and leaders of role-play exercises with their audiences.

The collaborative model helps marginalized young people develop strong social bonds and encourage one another to stay productive and positive. One of the most significant ways that this program serves as a violence prevention/intervention model is by creating cooperative relationships between young people who might otherwise view one another with hostility. Storycatchers' goal is for Changing Voices to provide an arts-based violence reduction program as a consistent part of a post-release network of support.

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
H. Expected Outcomes

Storycatchers has evolved its program model over the past 30 years to guide participants to achieve the following outcomes:

- Learn a consistent process for making thoughtful life choices;
- Use positive language and methods of approach in all interactions;
- Learn a process for attaching consequences to actions;
- Learn to actively de-escalate, process and resolve emotionally charged situations;
- Acquire a clear understanding of the connection between action, consequence and emotional response
- Learn to express emotions in a constructive manner;
- Learn personal responsibility and time management skills;
- Build positive relationships and develop a strong, supportive social circle;
- Raise self-esteem and build leadership skills;
- Develop pride in the telling of stories that may otherwise be difficult and painful;
- Set high expectations and pursue personal goals;
- Develop reading, writing and communication skills;
- Learn to function as self-advocates within their respective communities;
- Experience and appreciate economic, social, cultural and racial diversity;
- Create meaningful, entertaining performances that open up dialogue in the community and serve as violence intervention and prevention programs.

In addition, an outcome specific to Changing Voices is to decrease rates of parole violations, re-offending and re-incarceration among recently released young people.

Storycatchers uses the following tools to collect data and evaluate its programs:

- Daily Activity Reports (DAR), completed by Storycatchers Program Managers
- Program work product (each participant's writing and performance)
- Oral and written pre- and post-program survey/evaluations for participants
- Post-performance questionnaires distributed to audience members
- Weekly program meetings between the Program Supervisor and the teaching ensemble
- Regular contact between the Case Manager and Aftercare Field Services staff
- Post-mortem program meetings at the end of each module with teaching ensemble and Program Supervisor to assess successes, challenges, and future strategies to refine and improve methodology
- Records of post-release adherence to the law, provided by Aftercare Field Services
- Ongoing meetings with partner organizational staff

Measures of successful impact include participant fulfillment of expectations, including:

- Each ensemble member is expected to attend all sessions, arrive on time, and complete all assignments in a cooperative and respectful manner.
- Any lateness or absences must be approved by Storycatchers teaching staff.
- Excessive lateness or absence is cause for reduced pay, probation, and eventual termination.

- Ensemble members will comply with the law outside of program.
- Ensemble members will not engage in violent or otherwise self-destructive behaviors.

Storycatchers DARs tracks participant progress, including:

- Attendance
- Level of engagement
- Quality of work
- Compliance with the law
- Cooperative behaviors, such as the ability to function in an ensemble, and to listen to others with respect
- Willingness to explore life experiences with honesty and courage
- Committing to personal challenges inherent in creative process, such as singing a solo, reading a new work aloud, and performing for an audience of peers, families and community members

The teaching ensemble meets with the Artistic and Executive Directors each week to review DARs and work product in order to manage and continuously improve the program. Ongoing communication is a core value, and integral to the company's model.

Storycatchers works consistently with professional evaluation consultants to assess and improve evaluation methods for all programs. Recent consultants have included Arnold Aprill, Founder and Lead Consultant of Chicago Arts Partnerships in Education; Eugene Griffin, Assistant Professor of Psychology and Law at Northwestern University and specialist in child trauma; Aaron Todd Douglas, Theatre Instructor at Loyola University; and Nadya Engler of the John J. Egan Urban Center of DePaul University. Feedback from these and other evaluation experts consistently notes that the DAR is an exceptionally effective evaluation tool. Storycatchers has been encouraged by numerous evaluation experts to continue to refine and use the DAR to collect data. Additionally, Storycatchers continues to refine the pre- and post-program survey/evaluations to create increasingly reliable measurements for program goals, and looks forward to incorporating data from Aftercare Field Services into its evaluation model to measure the impact and outcomes of Changing Voices.

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
I. Planning and Preparation Activities

Storycatchers Theatre has an established method for program planning and preparation.

Sept-Oct, 2015: the program cycle that began in March 2015 will be in the final stages of touring the original musical developed by the current Changing Voices Ensemble. Program staff members have regular weekly meetings throughout each program cycle.

January-February 2016:

- The Storycatchers Artistic Director will meet regularly with the Program Manager and members of the teaching ensemble to further refine and develop the script that the previous Ensemble wrote and toured into the fall of 2015. These meetings will include a minimum of two Changing Voices alumni from the previous March-October 2015 program to ensure that participant voices continue to inform the script development process.
- The Changing Voices teaching ensemble will meet at least twice with Dr. Bradley Stolbach, who provides trauma-informed training to all Storycatchers teaching staff.
- The Changing Voices teaching ensemble will participate in a minimum of in two 2-hour training sessions with Storycatchers Artistic Director Meade Palidofsky to review the Storycatchers methods and approach, prepare a curriculum for the next Changing Voices cycle and to learn how to prepare ensemble members to lead post-show discussions and role-playing exercises
- Storycatchers will work with partners in the Aftercare Field Services office and IDJJ residential facilities to identify and assess potential candidates, as well as recruit potential candidates from Storycatchers' residential programs at Illinois Youth Centers in Chicago and Warrenville, and the Cook County Juvenile Detention Center

March-April 2016:

- Storycatchers will conduct a two-week orientation process to introduce prospective ensemble members to the process, review expectations, and serve as a basic overview of life skills required for successful participation. This orientation will include field trips to professionally produced theatrical productions at local theaters to introduce these young people to theatrical art form. At the end of the orientation process, participants will have a clear understanding of expectations and will be able to make an informed decision as to whether to continue participation. Recruitment is ongoing, and all new participants will engage in some form of this process as the program goes forward.
- Changing Voices Ensemble members will commit to a four-day work week, five hours per day. They will rehearse the one-act musical created by the prior Changing Voices Ensemble and learn techniques to guide post-release discussions and role-play exercises.

May-June 2016:

- The Ensemble will dedicate two days per week to touring the production, with a maximum of two performances per day, to high schools, middle schools, Aftercare sites and community venues

- The Ensemble will dedicate two days per week to writing and developing a new one-act musical inspired by their personal stories. The teaching staff will guide youth participants to use the process to identify obstacles to successful reentry and to create a clear understanding of the power each individual holds to change his or her patterns and to envision and pursue a successful future

July-August 2016:

- The Ensemble will rehearse the new one-act musical
- The Ensemble will present previews of the work-in-progress as part of the development process
- The Ensemble will continue to learn techniques to guide post-show discussions and role-play exercises specific to the new material

September-October 2016:

- The Ensemble will tour the new play which they have created to high schools, middle schools, Aftercare sites and community venues
- All performances will be followed by a post-show discussion and role-playing exercises. Each Changing Voices post-show discussion will always conclude with a guided role-play demonstrating how and when to ask for help.
- Program staff will begin planning the next Changing Voices cycle, which will begin in January 2017.

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)

L. Qualifications of the Proposer

Storycatchers Theatre prepares young people to make thoughtful life choices through the process of writing, producing and performing original musical theatre inspired by personal stories. The company has over 30 years of experience of engaging court-involved and otherwise marginalized youth in creative youth development programs designed to help adolescents become more reflective, less reactive, more socially responsible and more respectful of themselves and others.

Storycatchers' history of working with court-involved youth dates back to 1990, and the company's experience with this population has inculcated a thorough understanding of the impact of violence upon youth and the ways in which early exposure to violence results in experiences of complex trauma, which then leads to the development of violent and other self-destructive behaviors. The understanding of the connection between exposure to violence, complex trauma, violent behaviors and court involvement has been a driving factor in Storycatchers' commitment to providing creative youth development programs through a trauma lens.

Since 2009, Storycatchers has conducted an ongoing exploration of trauma therapy applications for its methodology. The company has established a collaborative relationship with Dr. Bradley Stolbach, Associate Professor of Clinical Pediatrics at the University of Chicago Pritzker School of Medicine and Founder/Clinical Consultant with La Rabida Children's Hospital's Chicago Child Trauma Center. Dr. Stolbach's involvement has increased Storycatchers' capacity to incorporate a trauma lens into its program model. Dr. Stolbach provides trauma-informed training sessions to all Storycatchers teaching artists as part of the company's mandatory teacher training program, and serves as an on-site advisor for the Changing Voices program, which is the subject of this proposal.

In 2012, Storycatchers added Dr. Catharine Thomann, a trauma therapist who is also a trained singer, to the company's teaching ensembles at Illinois Department of Juvenile Justice facilities. Dr. Thomann has been helpful in identifying and addressing symptoms of complex trauma in participants. She has been particularly adept at intervening with participants before they indulged in potentially disruptive behaviors and providing one-on-one guidance for those participants without drawing the attention of the larger group. Storycatchers is committed to ongoing work with partners in the trauma therapy community to explore ways that the company's method can enhance the process of trauma therapy, and that therapeutic techniques can inform the work that Storycatchers does with traumatized youth.

Storycatchers employs six full-time staff (Artistic and Executive Directors and four Program Managers) a part-time Development Manager, and a minimum of four part-time teaching artists. The company contracts additional part-time teaching artists as needed on a program-specific basis, and also works with a part-time Business Manager to manage its finances. In addition, Storycatchers creates Apprentice Teaching Artist positions for program participants who demonstrate appropriate levels of commitment and engagement.

Storycatchers structures its high-impact programs to help marginalized youth learn to express their emotions constructively. Most of the adolescents served by Storycatchers come from backgrounds of abuse or neglect. Because of their traumatic histories, these adolescents frequently express themselves in violent, confrontational or self-destructive ways, continuing the cycle of violence as they become adults and parents. When they first engage with Storycatchers, many youth participants have negative self-images, describe themselves as angry or depressed, and demonstrate poor listening and communication skills. Through its uniquely effective programs, Storycatchers consistently sees

improvement in self-esteem, communication and conflict resolution skills, and empathy. One of the most significant indicators of success is a reduction in violent behaviors, which results from the emphasis Storycatchers places upon teaching participants consistent methods to proactively address and de-escalate emotionally charged situations.

Storycatchers first began its signature work with court-involved youth at the Cook County Juvenile Detention Center in 1990. By 1996, Storycatchers had recognized a lack of programming designed to meet the needs of girls at the Detention Center, and in response established Fabulous Females. Following the development of this gender-specific approach, Storycatchers implemented a Fabulous Females program at the Illinois Youth Center (IYC)-Warrenville in 2002. The program initially began as a leisure time reward activity, but over the years, Storycatchers worked closely with the administrative and counseling staff to evolve Fabulous Females into a year-round immersion program with a successful track record of serving as a gateway to therapy with a qualified counselor or therapist. At the invitation of then-Juvenile Justice Director Arthur Bishop, Storycatchers Founder and Artistic Director Meade Palidofsky served on a committee to plan and implement an aftercare pilot program, which helped to lay the groundwork for what became Changing Voices. Palidofsky currently serves as a member of the Cook County Justice Advisory Council, where she sits on a program committee charged with setting standards and outcomes for the treatment of court-involved juveniles. Additionally, Storycatchers directly involves adolescents in advocacy efforts that affect them by bringing the voices and perspectives of court-involved youth before entities working on their behalf, and engaging formerly court-involved program alumni to speak at public events.

According to Judy Davis, Superintendent at IYC-Warrenville, "Through the Storycatchers process, youth residents have gained considerable insight into their issues and acquired new skill sets with which to meet their individual challenges. Moreover, facility staff members have developed increased awareness of the issues that our youth face and are, therefore, better able to offer them meaningful support."

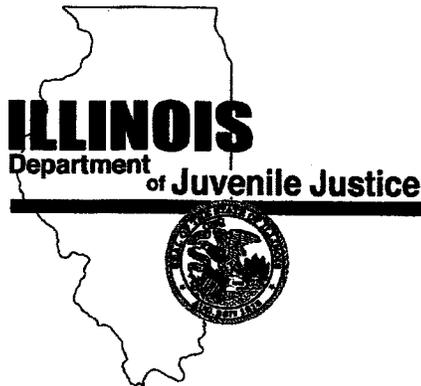
In addition to Storycatchers' experiences in Illinois, there is considerable established evidence that performing arts programs are effective at preventing violence and improving behavior, particularly in youth. One of the most significant studies on this subject is Shirley Brice Heath's "Living the Arts Through Language and Learning: A Report on Community-Based Youth Organizations". Brice Heath implemented this 10-year study intending only to focus on the effectiveness of after-school community programs in general. She found overwhelming evidence that youth arts programs were more successful than other programs at helping young people develop self-reflection, leadership abilities, and respect for themselves and others. She deduced that performing arts programs are uniquely positive: "Programs that focus on problems such as delinquency, school failure, drug use, pregnancy, vandalism and crime don't recognize positives." Her study concluded that participation in the performing arts is particularly beneficial to at-risk youth because these programs demand that youth find a positive way to channel anger and aggression as a condition of participation in the collaborative process.

Another significant source of data on this subject is "Doing the Arts Justice, A Review of Research Literature, Practice and Theory", researched and written by Jenny Hughes at the Unit for the Arts and Offenders Centre for Applied Research in England. This review includes data on programs in Europe, the United States, and New Zealand. It significantly strengthened the evidence base for the effectiveness of the arts within criminal justice systems, and noted the effectiveness of the performing arts at improving behavior among young people up to 21 years who are at high risk of offending or escalation of

offending. Most studies specifically note the effectiveness of arts programs at reducing anger and aggressive behaviors.

Storycatchers requests a Violence Prevention, Intervention and Reduction Demonstration Grant to expand and sustain its new aftercare program, Changing Voices, to a year-round employment opportunity for recently released young people. Since implementing the 18-week pilot in June 2014, and resuming the program in March 2015, Storycatchers has observed several indicators of the potential this program has to provide structured support to recently released young people that will help them successfully navigate reentry to their homes and communities. Several alumni of the pilot program decided to return to high school after working with Storycatchers; others made a commitment to find legitimate employment. Storycatchers has learned that several Ensemble members have remained in communication with each other, and some pair up to job-hunt together, providing positive mutual support. Two program alumni worked as apprentice teaching actors in other Storycatchers programs, and the current Ensemble includes two members from the pilot program.

Storycatchers applies the creative youth development program model that it has developed and refined for over 30 years to help these young people learn critical life skills, including impulse control, that will enable them to reduce violent and other self-destructive behaviors and become productive, engaged citizens.



Bruce Rauner
Governor

Candice Jones
Director

Aftercare Services, 100 N Western Ave, Chicago IL 60612
Phone: (312) 633-5219 / TDD: (800) 526-0844

April 24, 2015

Office of the Chief Procurement Officer
118 N Clark Street, Room 1018
Chicago, IL 60602
Attention: Shannon E. Andrews, Chief Procurement Officer

Dear Ms. Andrews:

I am happy to submit a letter of collaboration on behalf of Storycatchers Theatre. In 2015, Storycatchers and the North Region Aftercare Field Services began what we anticipate will be an ongoing partnership. Storycatchers conducts Changing Voices, an arts employment program for recently released young people, at our 100 N. Western facility.

Just a few weeks in, this program has proven to be an invaluable resource for the young people with whom we work. Storycatchers shares the Aftercare Field Services' primary goal – to reduce recidivism and increase the likelihood of successful reentry.

I have read the proposal that Storycatchers is submitting to the Cook County Justice Advisory Council for a Violence Prevention, Intervention and Reduction Demonstration Grant. I agree with the goals and program description and confirm that the Aftercare Field Services Office will collaborate with Storycatchers as described.

My office looks forward to a long and productive association with Storycatchers as the Changing Voices program continues to develop as a much-needed resource for young people reentering their communities following detention or incarceration.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Carmen Casas". The signature is written in a cursive style with a large, looping initial "C".

Carmen Casas
North Region Aftercare Field Services Office
Illinois Department of Juvenile Justice

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
M. Key Personnel

Meade Palidofsky, Artistic Director, is a director, award-winning playwright and lyricist who founded Storycatchers Theatre in 1984 (under the name of Music Theatre Workshop). Since 1990, Palidofsky has collaborated with the juvenile justice community to develop creative nonfiction and performing arts programs for court-involved youth. Palidofsky was the first recipient of the Theatre and Social Change award in 2011 from the Association for Theater in Higher Education and a 2010 Chicago Community Trust Experienced Leadership Fellow. Publications include the Journal of Child and Adolescent Trauma, co-authored with Dr. Bradley Stolbach of the University of Chicago, and American Music with Dr. Mary Cohen. NPR's "This American Life" and "Humankind" have profiled Palidofsky's work, and the long-running program at the youth center in Warrenville, Illinois was the subject of the Emmy-award-winning P B & J documentary "Girls on the Wall."

Nancy McCarty, Executive Director, came to Storycatchers after five years as a teacher with Chicago Public Schools. Prior to her teaching career, McCarty spent 25 years as a production manager for theatre, film and special events, including The International Theatre Festival of Chicago, Walt Disney Feature Animation and Imagineering, The Chicago Mayor's Office of Special Events, and Steppenwolf Theatre. She received her B.A. in Theater at Northern Illinois University, and her Masters of Education from Loyola University.

Eric M. Walker, Program Manager, also works as a teaching artist for Pure Art and the Peace and Justice Coalition. Past employers include Victory Gardens Theatre, Chicago Arts Partnerships in Education, After School Matters and the Chicago Children's Museum. He earned his degree in Theatre at Shelton State in Alabama, and served as an apprentice with the St. Louis Black Repertory Company.

Edmund O'Brien, Assistant Director/Teaching Artist, graduated from The University of Chicago. He has performed in a thousand improv shows; his writing credits include musicals, video games and TV shows. O'Brien teaches teens and adults in the Improv, Music and Writing programs at The Second City, as well as Memoir Writing at the Fourth Presbyterian Church's Center for Life and Learning.

Shawn Wallace, Composer/Music Director, currently works as a Music Instructor for the University of Chicago Charter School Woodlawn Campus and Music Director for The Emmaus Center and Namaste Center for Spiritual Living-Chicago. He has worked for several years as a Teaching Artist throughout Chicago schools teaching Record Production and Theatre Tech to youth from 6th through 12th grades. His experience as a musician and composer ranges from Gospel to jazz to hip-hop, and includes several independent film scores. He earned his degree in Music Theory and Composition at the University of Illinois at Urbana-Champaign.

Tracy Baker, Case Manager/Teaching Artist, is a singer, keyboard and bass guitar player. She is a graduate of Robert Morris College and Hyde Park Career Academy High School. In addition to teaching for Storycatchers and performing with her band, she is the Musical Director of the Victory Apostolic Church.

Wilson Cain III, Apprentice Teaching Artist, is an adjunct faculty in the History, Humanities and Social Sciences Department of Columbia College Chicago. He has performed in theaters around the country, and is a recipient of the Joseph Jefferson award for outstanding ensemble work. He holds a BFA in Acting from the Goodman School of Drama, an MFA in Acting from the University of Alabama, and is currently pursuing an Ed.D in Adult Education at national Louis University.

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
N. Sub-contracting or Teaming

Storycatchers Theatre is a single organization that does not sub-contract. While it coordinates with other agencies to deliver its programs, the company takes sole ownership and responsibility for all Storycatchers programs, including the one in this proposal.

EXHIBIT 2

Schedule of Compensation

Storycatchers Theatre

Violence Prevention, Intervention Reduction Demonstration Grant (\$100,000)

J. Budget

Appendix 1 - Pricing Proposal Form

Project Name: Changing Voices

September 1, 2015 - August 30, 2016

PERSONNEL					Org #1	Org #1
Staff	rate	unit	%	#months	%	
Lead Teaching Artist	70000/yr			0.15	12	100% \$ 10,500.00
Program Mgr/Teacher	28/hr	34hrs/wk			10.5	100% \$ 38,080.00
Case Mgr/Teacher	28/hr	34hrs/wk			10.5	100% \$ 38,080.00
Musical Director	28/hr	30 hrs/wk			10.5	100% \$ 33,600.00
Teaching Actor	20/hr	25 hrs/wk			10.5	100% \$ 20,000.00
Show Director	49000/yr			0.2	12	100% \$ 9,800.00
Production Manager	70000/yr			10	12	100% \$ 7,000.00
Visiting Artist	42000/yr			0.2	12	100% \$ 8,400.00
Participant #1	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #2	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #3	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #4	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #5	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #6	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #7	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #8	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #9	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #10	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #11	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Participant #12	10/hr	20 hrs/wk			10.5	100% \$ 8,800.00
Sub-total Staff						\$ 271,060.00
Benefits						
FICA						100% \$ 20,736.09
SUTA						100% \$ 4,743.55
CONTRACT/CONSULTANT						
Trauma Consultant /Trainer	150/hr	35 hrs/yr			12	100% \$ 5,250.00
TOTAL PERSONNEL						\$ 301,789.64

Storycatchers Theatre
 Violence Prevention, Intervention Reduction Demonstration Grant (\$100,000)
 J. Budget
 Appendix 1 - Pricing Proposal Form

EQUIPMENT	price	Unit	# units	Org #1 %	Org #1
Portable printer	200		1	100%	\$ 200.00
Laptop computers	350		5	100%	\$ 1,750.00
Public Address speaker	300		1	100%	\$ 300.00
Electric piano	750		1	100%	\$ 750.00
MATERIALS AND SUPPLIES					
Costumes/t-shirts	15		48	100%	\$ 720.00
Scenic elements	150		8	100%	\$ 1,200.00
Music rehearsal tracks	5		15	100%	\$ 75.00
PRINTING					
Scripts	3		36	100%	\$ 108.00
Daily forms	1.5		720	100%	\$ 1,080.00
Student evals	1.25		180	100%	\$ 225.00
OTHER DIRECT COSTS					
Participant CTA Passes	28		30	100%	\$ 840.00
Charter Buses for Tour	170		66	100%	\$ 11,220.00
Performance Videography	1750		1	100%	\$ 1,750.00
Occupancy	5500		1	100%	\$ 5,500.00
TOTAL EQUIP/SUPPLIES/PRINT/ODC					\$ 25,718.00
INDIRECT COST					
Indirect Cost Rate			10%		
Organization #1					\$ 32,750.00
Total Indirect Cost Rate					\$ 32,750.00
GRAND TOTAL					\$ 360,257.64
REQUESTED FUNDS					\$ 100,000.00
LEVERAGED OR MATCHED FUNDS					\$ 260,257.64

Storycatchers Theatre
Violence Prevention, Intervention and Reduction Demonstration Grant (\$100,000)
K. Budget Narrative
Appendix II - Budget Justification Form (Budget Narrative)

Personnel

Narrative Justification: Enter a description of the personnel and fringe benefit funds requested and how their use will support the purpose and goals of your proposal. If your proposal includes partner organizations, please briefly explain each organizations role, amount of grant funding to be dispersed to each organization and how each organization will be held accountable to the terms of the grant as outlined by the proposal.

All personnel and fringe benefit costs are for program staff and participants. Lead Teaching

Artist is Meade Palidofsky, Artistic Director, who oversees the program; the Program Manager

directly supervises staff & manages scheduling; Case Manager coordinates with Aftercare staff.

All 3 work with all teaching staff to guide participants through process. Each participant in the

12-member ensemble earns \$10/hour for a 20-hour work week.

Contract/Consultant

Narrative Justification: Enter a description of the contract services and/or consultants funds requested and how their use will support the purpose and goals of your proposal. Please briefly include the qualifications of each contractor service provider and/or consultant.

Dr. Bradley Stolbach, Associate Professor of Clinical Pediatrics at the University of Chicago

Pritzker School of Medicine and Co-Founder and Clinical Consultant for La Rabida Children's

Hospital's Chicago Child Trauma Center, serves as trauma consultant and on-site program

advisor. He provides trauma-informed training to all teaching staff. Storycatchers believes

that it's trauma-informed approach is critical to success with this population.

Equipment

Narrative Justification: Enter a description of the equipment and how its purchase will support the purpose and goals of this proposal.

Changing Voices is a writing-based program and participants must have access to computers

to review and edit their work. The electric piano and speaker are essential for music rehearsals

and performances.

Materials and Supplies

Narrative Justification: Enter a description of the Materials and Supplies requested and how their purchase will support the purpose and goals of this proposal.

All participants and teaching staff wear t-shirts with the Storycatchers logo for all public events.

Storycatchers provides costume pieces for the production, as well as scenic elements such as

portable wooden boxes and banners to define onstage space. The company also lays down

music tracks for the original score.

Printing

Narrative Justification: Enter a description of Printing requested and how their purchase will support the purpose and goals of this proposal.

The nature of the program requires reprinting of the full script for each member of the teaching

staff and all participants with each revision of the script. Each session begins and ends with

completion of a reflection worksheet by each participant; and student evaluation and other

forms are also essential to the process. Storycatchers prints all materials in-house.

Other Direct Costs

Narrative Justification: Enter a description of each item and how their use will support the purpose and goals of this proposal.

The tour of the original musicals requires a chartered bus, which takes the ensemble from the

anchor site to each performance venue. Because most participants have limited resources,

Storycatchers provides each ensemble member with a two-week CTA pass to facilitate transit

costs until the first payday. Storycatchers hires a professional videographer to staged-for-

camera record of each production. Occupancy reflects program prep and evaluation time.

Indirect Costs

Narrative Justification: Enter a description of each item and how their purchase will support the purpose and goals of this proposal.

10% of total project budget covers indirect costs that include Development and Business

Managers, Payroll Services, Workers' Compensation and General Liabilities Coverage.

Sustainability

Narrative Justification: Enter a description of how the applicant organization has entertained the question of sustainability beyond the V funds (if awarded). Please describe how you intend to continue the program operations after the grant ends.

Storycatchers is committed to playing an ongoing role in the evolution of a successful, replicable model

that will not only reduce percentages of parole violations and recidivism; it will change the entire

culture of juvenile justice and view court-involvement as an opportunity to change the life direction of

marginalized youth. Storycatchers has worked for years with like-minded entities in the juvenile justice,

trauma therapy and advocacy communities to reframe court involvement as an opportunity for

intervention and redirection by identifying these juveniles as victims of trauma and treating them

accordingly from the moment of arrest to the end of parole. Storycatchers long-term plan for Changing

Voices envisions multiple program sites throughout the state, with program alumni serving as peer

mentors alongside trained Storycatchers teaching artists.

Storycatchers receives funding from a diverse base of supporters specifically for its work with court-

involved youth. The company believes that the successful implementation of this program will be

invaluable in securing new and increased funding to sustain it as a permanent addition to Storycatchers'

existing programs for court-involved and otherwise marginalized youth. Once the company has

established Changing Voices on an ongoing basis, Storycatchers will be eligible to apply for funding from

federal and state sources dedicated to re-entry support, such as the Bureau of Justice Assistance Second

Chance and the Illinois Criminal Justice Information Authority.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2016

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

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

PRODUCER Market Financial Ltd 240 Commerce Drive Crystal Lake IL 60014	CONTACT NAME: Tabatha Majestic PHONE (A/C, No, Ext): (815) 459-3300 E-MAIL ADDRESS: tmajestic@marketfinancialgrp.com	FAX (A/C, No): (815) 459-3360
	INSURER(S) AFFORDING COVERAGE	
INSURED Storycatchers Theatre 544 West Oak Street, Ste 1005 Chicago IL 60610	INSURER A: Westfield Insurance Company	NAIC # 24112
	INSURER B: United States Liability Ins Grp	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15-16 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CWP3969255	5/1/2015	5/1/2016	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CWP3969255	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CWP3969255	5/1/2015	5/1/2016	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCP3969574	5/1/2015	5/1/2016	PER STATUTE	OTH-ER
	E.L. EACH ACCIDENT						\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE						\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
B	Director's & Officers			NDO1052482E	5/30/2015	5/30/2018	Aggregate	\$1,000,000

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

The General Liability policy via endorsement will provide Additional Insured status as required by written agreement or contract with the Named Insured and/or Additional Named Insured(s) noted above; but only for the coverage and limits provided by the policy and applicable Additional Insured endorsements. The following entity(s) are named as additional insured(s) on a primary and non-contributory basis:
 County of Cook, Cook County.

CERTIFICATE HOLDER**CANCELLATION**

County of Cook, Cook County
 Office of the Chief Procurement Officer
 118 N Clark St, Room 1018
 Chicago, IL 60602

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

AUTHORIZED REPRESENTATIVE

Linda Anderberg/TMAJE

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EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

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

OCPO ONLY:	
<input type="radio"/> Disqualification	
<input type="radio"/> 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.: 1553-14558E	Date: 1/5/16
Total Bid or Proposal Amount: \$100,000.00	Contract Title: Changing Voices
Contractor: Storycatchers Theatre	Subcontractor/Supplier/ Subconsultant to be added or substitute: not applicable
Authorized Contact for Contractor: Nancy McCarty	Authorized Contact for Subcontractor/Supplier/ Subconsultant: not applicable
Email Address (Contractor): nmccarty@storycatcherstheatre.org	Email Address (Subcontractor): not applicable
Company Address (Contractor): 544 W Oak St Suite 1005	Company Address (Subcontractor): not applicable
City, State and Zip (Contractor): Chicago, IL 60610	City, State and Zip (Subcontractor): not applicable
Telephone and Fax (Contractor) 312-280-4772 (P); 312-280-4922 (F)	Telephone and Fax (Subcontractor) not applicable
Estimated Start and Completion Dates (Contractor) 09/2015-06/2016	Estimated Start and Completion Dates (Subcontractor) not applicable

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>
Storycatchers Theatre does not use subcontractors	not applicable

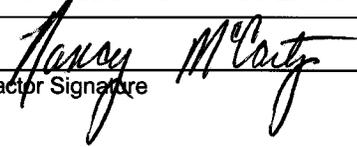
The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant 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 Nancy McCarty

Name Storycatchers Theatre Executive Director

Title

Prime Contractor Signature



1-6-2016

Date

Contract No. 1553-14558E

EXHIBIT 5

MBE/WBE Utilization Plan

CONTRACT NO. 1553-14558E
Vendor: Storycatchers Theatre

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.

From: Aleatha Easley (Contract Compliance)
To: Kevin Casey (Procurement)
Subject: RE: M/WBE goals for Violence Prevention Grants
Date: Monday, March 30, 2015 10:13:02 AM

Hello Kevin,

After reviewing the provided contract scope, and review of the previous contract's historical data, the Office of Contract Compliance recommends the MBE/WBE goals for RFP Contract No. 1553-14558 for Violence Prevention, Intervention and Reduction Demonstration Grants in the amount of \$100,000 be set at 0% MBE/WBE participation.



Cook County Office of Contract Compliance
Aleatha Easley | Compliance Officer | 312-603-5504

From: Kevin Casey (Procurement)
Sent: Thursday, March 19, 2015 3:09 PM
To: Aleatha Easley (Contract Compliance)
Subject: M/WBE goals for Violence Prevention Grants

Hi Aleatha,

I have the three final Violence Prevention Grants ready to go.

Can you give the M/WBE goals for them?

Thanks!

Sincerely,
Kevin B. Casey, CPPB
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
312 603-6830 ph.
312 603-3179 fax

Contract No. 1553-14558E

EXHIBIT 6

Economic Disclosure Statement Forms

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

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.

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 subparagraphs (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.

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.

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
<u>not applicable</u>	

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: X No: _____

b) If yes, list business addresses within Cook County:
 544 W Oak Street Suite 1005, Chicago, IL 60610

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: X 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:

not applicable

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 [] Applicant or [] Stock/Beneficial Interest Holder

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

Identifying Information:

Name Storycatchers Theatre

D/B/A: _____ FEIN NO.: 36-3298168

Street Address: 544 W Oak St Suite 1005

City: Chicago State: IL Zip Code: 60610

Phone No.: 312-280-4772 Fax Number: 312-280-4922 Email: nmccarty@storycatcherstheatre.org

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

Corporate File Number (if applicable): 53348491

Form of Legal Entity:

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

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

[] Other (describe) _____

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
None		

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
None		

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
None			

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
Marty Behn	1000 Summit Dr Deerfield IL 60015	Board Chair	3 years
Rich Nilles	128 Hidden Oaks Dr Barrington IL 60010	Board Vice Chair	3 years

Declaration (check the applicable box):

- [X] 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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Nancy McCarty

Executive Director

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

Title

Signature

Date

nmccarty@storycatchertheatre.org

312-280-4772

E-mail address

Phone Number

Subscribed to and sworn before me
this 6th day of Jan, 2016

My commission expires:

12/14/18

x Natalie A. Funk

Notary Public Signature

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"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**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: _____

Address of Person Doing Business with the County: _____

Phone number of Person Doing Business with the County: _____

Email address of Person Doing Business with the County: _____

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:

Nancy McCarty, Storycatchers Theatre Executive Director

544 W Oak St Suite 1005, Chicago, IL 60610; nmccarty@storycatcherstheatre.org; 312-280-4772

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 preceding calendar year if disclosure is made on January 1), identify:

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: RFP 1553-14558E

The aggregate dollar value of the business you are doing or seeking to do with the County: \$100,000.00

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: _____

KEVIN CASEY, OFFICE OF THE CHIEF PROCUREMENT OFFICER

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: _____

LANETTA HAYNES TURNER, JUSTICE ADVISORY COUNCIL

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.

**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*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1553-14558E
County Using Agency (requesting Procurement): Storycatchers Theatre

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Storycatchers Theatre
Substantial Owner Complete Name: _____
FEIN# 36-3298168
Date of Birth: 1984 E-mail address: nmccarty@storycatcherstheatre.org
Street Address: 544 W Oak Street, Suite 1005
City: Chicago State: IL Zip: 60610
Home Phone: (312) 280 - 4772 Driver's License No: n/a

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**
- Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Nancy McCarty Date: 1-6-16

Name of Person signing (Print): Nancy McCarty Title: Executive Director

Subscribed and sworn to before me this 6th day of January, 2016

X Natalie A. Funk
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Storycatchers Theatre

Corporation's Name

Marty Behn

President's Printed Name and Signature

312-280-4772

Telephone

mibehn@hotmail.com

Email

Nancy McCarty
Secretary Signature

1-6-16
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

Subscribed and sworn to before me this

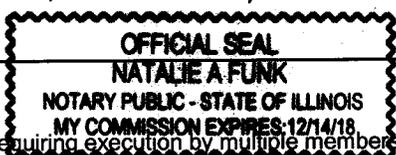
6th day of Jan., 2016

Natalie A. Funk

Notary Public Signature

My commission expires: 12/14/18

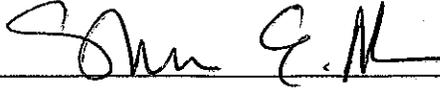
Notary Seal



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.

SECTION 6
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:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 16 DAY OF February, 2016

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

1553-14558E

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2016

Date