

PROFESSIONAL SERVICES AGREEMENT

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

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

METROPOLITAN FAMILY SERVICES

CONTRACT NO. 1553-14558F

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2016

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 Metropolitan Family Services, 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: Metropolitan Family Services
1 North Dearborn, Suite 1000
Chicago, Illinois 60602
Attention: Colleen Jones, Executive Vice President

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

ARTICLE 12) AUTHORITY

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

EXHIBIT 1

Scope of Services



metropolitan
family services

ONE NORTH DEARBORN, SUITE 1000 | CHICAGO, IL 60602
PH: 312-986-4000 | F: 312-986-4289
www.metrofamily.org

May 4, 2015

Shannon Andrews
Chief Procurement Officer
Cook County
118 North Clark Street, Room 1018
Chicago, IL 60602

Re: Request for Proposal #1553-14558
Violence Prevention, Intervention and Reduction Grants, Demonstration Grants (\$100,000)
Due: 2:00PM - March 4, 2015

Dear Ms. Andrews:

On behalf of Metropolitan Family Services (Metropolitan), I am pleased to submit this proposal in response to Cook County's Violence Prevention, Intervention and Reduction Grants Demonstration Grants (\$100,000) for Cook County (RFP #1553-14558). Metropolitan is committed to providing the services proposed at the cost and schedule proposed. Metropolitan has received all addenda in response to this RFP.

Metropolitan is a community based non-profit corporation with over 156 years of history providing innovative quality social services to residents of the Chicago Metropolitan area from diverse ethnic, cultural, and economic backgrounds. Metropolitan is recognized as an exempt organization under section 501(c)(3) of the Internal Revenue Code, and is recognized by the Illinois Attorney General's office as a Charitable Trust. Today, the mission of Metropolitan is *to provide and mobilize the services needed to strengthen families and communities*. Metropolitan serves families and individuals without regard to gender, race, ethnicity, religion, age, sexual orientation, or ability to pay. Programs and services include child and youth development, economic stability, legal aid, mental health, older adult services, and violence prevention and intervention services.

With this request, Metropolitan wants to continue its efforts to provide comprehensive violence prevention and intervention services for its partner Chicago Public High School Harlan Community Academy High School. Metropolitan, using a Community School approach to provide out-of-school time services, offers education, recreation/cultural arts and social emotional learning through a trauma-informed and Restorative Justice lens. Metropolitan has been a partner with Harlan for the last six years and has the relationships with its leadership team and teachers to support the implementation of these services. This project falls under the leadership of Metropolitan's Calumet Family Service Center, one of the agency's seven community-based centers. The Executive Director overseeing this project is Audrena Spence. The project team is led by Jennifer McCraw, Program Manager and the primary direct service staff at the site is Meredith Williams who is the Resource Coordinator at Harlan Community Academy School.

If you have any questions, please contact Jennifer Michel, Director of Public Resource Development at 312-986-4145/
michelj@metrofamily.org. Thank you for your consideration of this request.

Sincerely,


Colleen M. Jones, LCSW
Executive Vice President and COO

families empowered to learn. to earn. to heal. to thrive.

Cook County
RFP No. 1553-14558
Violence Prevention, Intervention and Reduction
Demonstration Grants (\$100,000)

Section C. Agency Description

Metropolitan Family Services for over 50 years has provided school-based programs in partnership with the Chicago Public Schools. Services are provided in both Elementary and High Schools and programs range from out-of-school time, to life skills education groups and counseling. Services include individual, family and group counseling, life skills training, and academic tutoring. Metropolitan implements Community Schools, believing that the model is a best practices approach in education, violence prevention, and in strengthening families and communities. The model provides Metropolitan with the opportunity to bring holistic human services into under-resourced schools and expand academic, cultural, and life skills education for students. Community Schools provide a strong incentive for youth to come to school each day and stay beyond normal school hours for engaging activities that reinforce academic lessons, expose them to new recreational and cultural opportunities, and create a support system of peers and trusted adults. Increased parent involvement encourages student achievement and also develops each parent's support system to raise their child(ren) and promote personal learning. Specific evidence-based practices encourage non-violence and foster positive relationships amongst diverse students through Metropolitan's Community School model.

- The emphasis and commitment by the school staff, Metropolitan and students on building a safe and healthy environment with the message that violence, harassment, and intolerance are unacceptable.
- The involvement of all students, staff, parents and the community in learning about violence, at-risk factors, and strategies for prevention.

- The elimination of barriers to communication by promoting peer mentoring and support. The Peacemaking Circles strengthen this component as participating youth learn conflict resolution, decision making, and accountability/responsibility; and student involvement in service learning with a focus on anti-violence messaging and community building.
- Metropolitan engages local stakeholders through its Community Advisory Committee, the local police district for trainings and workshops, local officials, and other community partners.

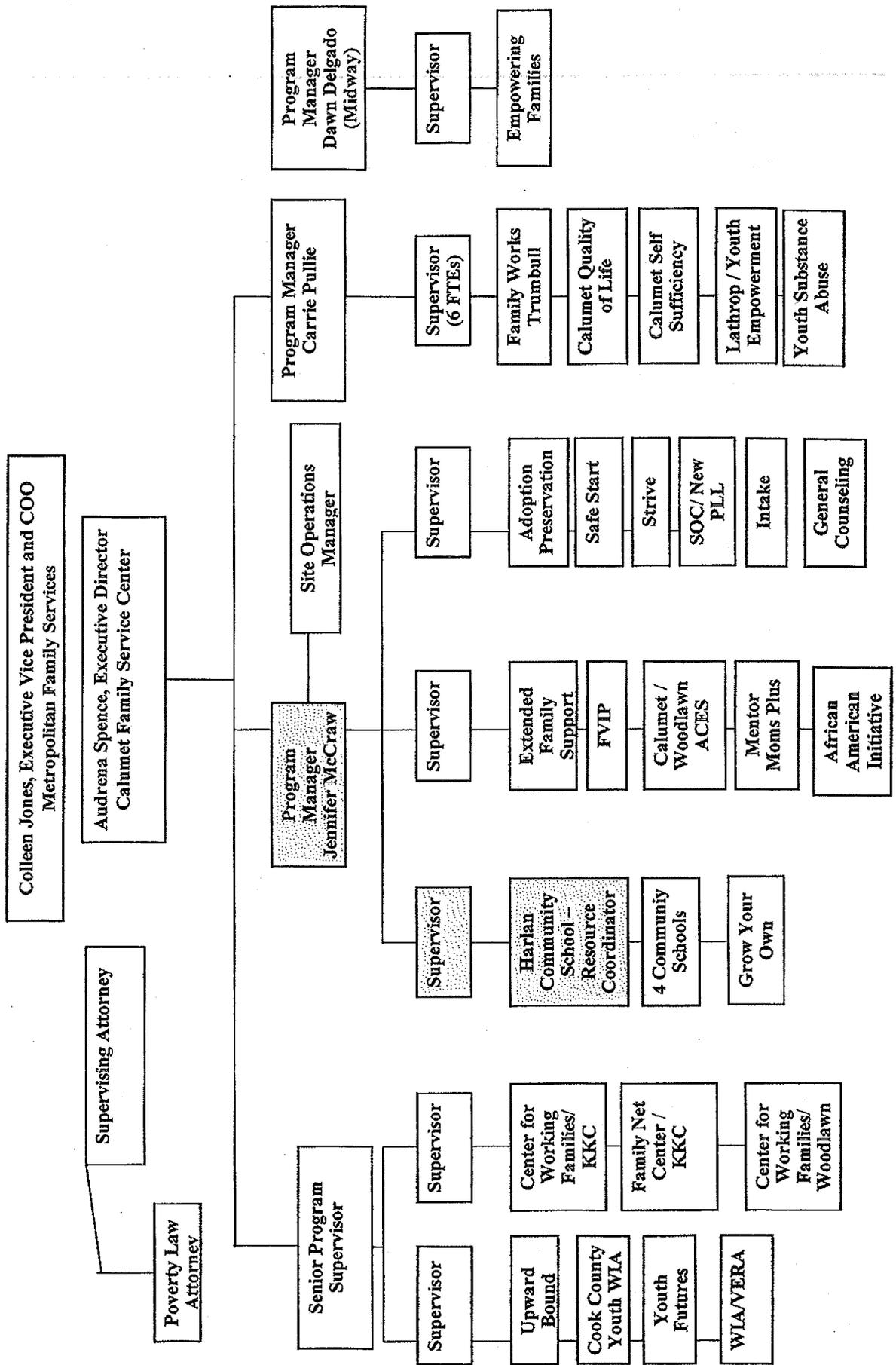
Metropolitan in 2014 served 8,516 students through its Community Schools. Parent, teacher, and student surveys for 2012-2013 school year, as a result of programming: 1) 94% of parents state their child learned things that help him/her do better in school. 2) 90% of parents state they learned more ways to support their child's education. 3) 92% of parents report that their child gets along better with other students. 4) 84% of parents reported that they help their child with homework daily or weekly. 5) 94% of parents talk to their child about school daily or weekly. 6) 93% of students report that coming to the program helped them do better in school. 7) 88% of students report that the program helped them get along better with other students. 8) For students in the program over 30 days, teachers report improvements in peer relationships (76%) and academic performance (76%). Findings also stated that over the last 5 years, the average attendance rate for participating elementary students was 93% and high school students was 81% as compared to regular student attendance rates (on average 90% for elementary and 71% for high school). Participating students from 2009-2012 also made improvements in Math/ Reading State testing and grades. Regular attendees improved their reading/language arts grade from fall to spring from 25% to 61% and during the 2012 school year, on average students met or exceeded on Reading/ better than years past from 78% to 86%.

Cook County
RFP No. 1553-14558
Violence Prevention, Intervention and Reduction
Demonstration Grants (\$100,000)

Section D. Executive Summary and Agency Organization Chart

Metropolitan Family Services (Metropolitan) is requesting \$100,000 to provide comprehensive violence prevention and intervention services for 75 students at Harlan Community Academy High School, a Chicago Public School in Roseland. Metropolitan will continue its efforts to implement Restorative Justice practices through its Community School Program as a strategy for conflict resolution, positive relationship building and promoting a sense of safety and community at the school. In support, will be the provision of out-of-school time education and enrichment activities that is trauma-informed, aligned with common core standards, the school curriculum and best practices in the delivery of Community Schools. This approach has great success in engaging students in school, in supporting them as they learn critical skills for college and career development, in strengthening their commitment to community, in increasing parent involvement, by promoting social emotional learning and in producing successful outcomes academically through decreases in behavioral concerns and improvement in grades. Key personnel responsible for services will come from Metropolitan's Calumet Family Service Center. Staff include: the Community Schools Manager who provides leadership and oversight for all of the agency's Community Schools and who reports directly to the site's Executive Director; a Program Supervisor who provides direct supervision and oversight; a Resource Coordinator who manages the day to day operations and who works directly with school staff in the coordination and implementation of services; and Out-of-School Time Activity Workers, who support the provision of education, recreation/cultural arts and Restorative Justice activities at the targeted schools. See attached Organizational Chart.

Metropolitan Family Services
ORGANIZATION CHART
Calumet Family Service Center



Cook County
RFP No. 1553-14558
Violence Prevention, Intervention and Reduction
Demonstration Grants (\$100,000)

Section E. Description of the Problem

Metropolitan Family Services (Metropolitan) proposes to continue and expand efforts to provide comprehensive violence prevention activities at Harlan Community Academy High School (Harlan High School) with a focus on continuing a Restorative Justice integrated model within the school and the implementation of comprehensive training efforts and practices of school-staff as it relates to trauma-informed practices. Metropolitan has been a partner with Harlan for the past 6 years. The partnership school is located in Chicago’s Roseland community and students come from around the Greater Roseland area which borders North to 87th Street, South to 129th, West to Ashland Avenue and East to the Bishop Ford Expressway and also includes the Chicago communities of West Pullman and Pullman.

Community and school violence remain a critical area of concern. Within the last year, four students who attended Harlan Academy were killed due to gun violence. The school has also seen an increase in the number of school fights because what is happening in the community has been impacting the school environment. In response, many of the students took to action to create anti-violence public service announcements that they themselves scripted and filmed and presented on social media outlets.

The table below provides a summary of crime trends in the targeted area for the past 30 days and ranks these three areas amongst Chicago’s 77 communities.

	Violent Crimes	Property Crime	Quality of Life
Roseland	1.4 violent crimes per 1,000 people (rank 12 th (tied))	3.3 property crimes per 1,000 people (rank 13 th (tied))	3.3 quality of life crimes per 1,000 people (rank 10 th)
West Pullman	0.9 violent crimes	2.6 property crimes	2.3 quality of life crimes

	per 1,000 people (rank 23rd (tied))	per 1,000 people (rank 24th (tied))	per 1,000 people (rank 20 th)
Pullman	0.5 violent crimes per 1,000 people (rank 33rd (tied))	4.5 property crimes per 1,000 people (rank 6 th (tied))	2.3 quality of life crimes per 1,000 people (rank 20 th (tied))
<i>Chicago Tribune: Crime in Chicagland: http://crime.chicagotribune.com/chicago/</i>			

The type and number of violent crime incidences for the past 365 days for the targeted area are identified below.

	Robbery	Battery	Assault	Homicide	Sexual Assault	Public Violence
Roseland	316	194	159	15	38	301
West Pullman	159	139	76	7	23	157
Pullman	23	26	28	1	5	32
<i>Chicago Police Department ClearMap – May 2015</i>						

As it relates to family violence, for Chicago Police District 5 which serves the target communities, the district ranked 7th of 25 in the number of domestic violence calls for service placed, with a total of 11,978 calls received during the year (Chicago Police Department, *Annual Report 2010*). Youth also face daily incidents of other community violence. According to the Centers for Disease Control, 18% of CPS students report being hit, slapped, or physically hurt on purpose by a dating partner in the past year. The 2010 Illinois Youth Survey reported that 11.3% of Chicago 8th graders said that they had been abused by someone in a dating relationship and 4.9% said they were not sure if they had been abused (<http://iys.cprd.illinois.edu/sites/default/files/PDFs/2010State/Chicago%20Report.pdf>).

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Section F. Description of the Target Population

The target population continues to be students from Harlan High School. The majority of whom reside in the Greater Roseland Area (Roseland, West Pullman, and Pullman). Census data from 2010 shows the target area population at 81,833, with 14,846 being youth age 10 to 19.

The area is predominately African-American (91.4%); 33.3 percent of families with children 18 years and younger live in poverty and 18.2 percent of households are headed by a single-parent.

Table 1 summarizes this demographic and socio-economic profile.

Table 1. Community	Persons (#)	Per Capita Income	Youth 10 - 19 (#)	Un-employed	Households below poverty	No HS Diploma (%)	Single-parent (%)
Roseland	44,857	\$17,974	7,664	17.8	19.5	17.4	17.7
Pullman	7,325	\$19,007	949	21.0	20.1	14.6	18.0
West Pullman	29,651	\$16,228	6,233	17.0	24.3	22.6	19.1

Source: US Census American Fact Finder

As the data above indicates, in the target areas there are significant percentages of families in poverty raising their children and households with single parents. There are also issues of under-employment/unemployment and low education attainment amongst adults.

Updated school data for Harlan reflect these at-risk factors and are listed below provide a detailed summary of the need for services.

Table 2. School	Enrollment	Low Income (%)	Race (%)				IEP (%)	LEP (%)	Student Attendance (%)
			Black	Hispanic	White	Other			
Harlan Grades 7-12	726	93.9	98.3	1.0	0.0	0.7	19.0	0.1	77.8

CPS website. [www.cps.edu / schoolreports.cps.edu](http://www.cps.edu/schoolreports.cps.edu)

Harlan has been on probation for 19 years and the rating for the school is a level 3 (the lowest rating) for school performance 2013-2014 school year. Additional academic data for Harlan High School for 2014: The PSAE composite score was 10.8% as compared to the CPS rate of 33.7%; the ACT Assessment Composite for 11th graders was 15.4 as compared to 18 for CPS. The drop-out rate was 6.4%; graduation rate was 56.8%; college enrollment was 58.1%. There were 48.9 suspensions per 100 students with an average length of suspension at 3.2 days.

Other concerns expressed by school personnel include high rates of violence, crime and gang activity, youth aggression, peer pressure, high school drop-out rates, and limited safe places for after school activities. Illinois Youth Survey 2010 Chicago Profile revealed that 10% of 10th graders and 13.4% of 12th graders reported that in the past year they have “seriously considered attempting suicide”; 8.4% of 8th graders, 11% of 10th graders and 7.2% of 12th graders admit to belonging to a street gang; and 14% of 12th graders reported carrying a handgun, knife or club in the past year (www.iys.cprd.illinois.edu). Chicago Police Crime Data within ¼ mile of each school indicate an average of eleven criminal accounts of aggravated assault, aggravated battery, drug abuse arrests, gun violations, and offenses against families within any given two week period (www.gis.chicagopolice.org). These challenges will be addressed through the continued delivery of evidence-based strategies to strengthen student protective factors that contribute to academic success. Social emotional learning will teach youth positive behaviors and coping strategies that enable resilience, build self- esteem and give them healthier responses to the high level of aggression and peer pressure they encounter in their community. Finally, programming for at-risk youth will address the level of violence and lack of community resources by providing safe havens where youth can develop healthy lifestyles, learn alternatives to risk-taking behaviors and connect with community resources.

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Section G. Program Implementation Plan and Implementation Schedule

Metropolitan would like to continue its work to address violence prevention/intervention strategies and at-risk behaviors amongst students at Harlan High School. The target goal will be to work with 75 students during the school year to:

- Provide a safe secure environment during and after school for the youth to come learn, expand their exposure to healthy and safe afterschool activities and exploring the positive impact they can have on their community.
- Help youth gain coping and recovery skills for managing their trauma experiences and behavioral concerns as well as develop the necessary career and academic skills for current and future success.
- Support youth in obtaining their high school diploma and working towards post-secondary education.

Continued efforts. Metropolitan this past year began efforts to introduce Restorative Justice Practices within the Harlan Community. Metropolitan staff completed training with the Illinois Balance and Restorative Justice Association to facilitate this approach at Harlan School. This training promoted staff understanding of restorative justice principles, as well as strategies for facilitating an effective peacemaking circle, including relationship building, supporting open and honest communication, preventing and addressing conflict, creating safe spaces to address difficult emotional issues, and promoting understanding and healing. Staff were taught the stages and flow of the circle and practice the fundamental elements of the peace circle process, including: ritual, story-telling, creating safe space, establishing shared values, building

relationships and trust, and consensus decision-making. The peace making circles are open groups delivered weekly with students co-facilitated by the Resource Coordinator and other trained adults who are partners and stakeholders at the school. There are no specific time frames for the circle because 'circles take as long as circles take'. Circles can be based on specific topics or requested by student/ teachers or any other school participants who want to address a concern or conflict. This past year, Metropolitan instituted these circles on a start-up basis and would like to in year two fully integrate this approach in the school.

One strategy to support this will be the establishment of a Peace Room at the school. Metropolitan in partnership with Gear Up has been given a designated space and is working with its youth to transform this room into a recognized safe space for the program. Harlan students will be able to go there for support from the Resource Coordinator, to call a Peace-Circle and practice self-soothing/self-regulation strategies as facilitated by project staff. The room will feature a talking circle area, relaxation corner and a technology center.

Direct service interventions provided by Metropolitan's community-school approach will continue to align with the school curriculum and common core standards. 1) *College prep and academic enrichment*: Metropolitan will continue to use resources from its Upward Bound and its WIA Youth Initiative (funded by the Chicago Cook Workforce Partnership) to provide college preparation and transition activities for post-high school education/ or vocational /career development. Students have access to small group and one-on one academic tutoring, ACT preparation coursework, academic coaching, and workshops for completing college applications, applying for financial assistance, identifying and applying for academic scholarships, and assistance for college preparation/ support. Students work towards developing competitive portfolios with their personal goals, college application essays, resumes of achievement, and

reference/recommendation letters they can utilize for college interviews, college tours, and other networking opportunities. Metropolitan also hosts college tours and regular presentations to increase staff, parent and student understanding of post-secondary education options.

2) *Service Learning-* Metropolitan with support from school administration instituted a service learning club at Harlan School. In response to the victimization of four Harlan Students and the ever present violence in the school and surrounding community, the participating students decided that they wanted to create anti-violence Public Service Announcements. This youth-led project saw students sketch-out, script, film and edit their PSA videos which they then uploaded and shared on social media outlets. As an exciting side note, the students wanting to respond to the call by Chicago Bull's Joaquin Noah to stop the violence in Chicago, shared their PSA's with his foundation Noah's Arc who then tweeted appreciation and support for the Harlan students efforts. The Service Learning club will continue under the leadership of Metropolitan's Resource Coordinator who will support these students as they continue to develop, plan and implement new ideas to spread the anti-violence message in their school/community.

3) *Other resources to be coordinated by Metropolitan's Community School staff:* OST activities in sports, recreation and technology are provided to offer enriching, socializing experiences and lead to increased skill building, self-confidence and improved academic performance. Students benefit from learning discipline, strategy, creativity, good health, sportsmanship, and leadership. Course offerings change from quarter to quarter depending on student interest and instructor expertise. Partner agencies to support these efforts include: the Harlan Alumni Association Mentoring Program, the Women of Achievement, Trinity Church, the University of Chicago Clemente Reading Program, to name a few.

Expanded efforts. With the likelihood that the Harlan students have been exposed to

violence, the importance of having a trauma-informed approach is critical to the delivery of informed services for youth, particularly due to the impact of trauma on student learning.

Metropolitan as an agency has been going through an extensive Trauma-Informed Initiative since 2011. Collaborations with the Illinois Childhood Trauma Coalition, The Erikson Institute, Illinois Children's Mental Health Partnership, and the National Child Traumatic Stress Network, have provided Metropolitan staff with training on evidence-based trauma-focused practices across settings which include the agency's out-of-school time programs and clinical services. Metropolitan proposes to expand this work beyond its Community School staff to build amongst Harlan Academy stakeholders, trauma-informed practices for assessing and helping youth who have experienced trauma. Metropolitan through training workshops, classroom observations, and consultation/peer to peer coaching will work with Harlan Academy stakeholders (parents, teachers, school partners) to strengthen their responsiveness to the needs of students/ youth exposed to trauma and violence.

Recommended interventions will focus on sharing and applying the 5'S for providing trauma-sensitive services. 1. Safety – ensuring that youth feel safe at all times when they are in your presence, emphasizing in delivery predictable routines and keeping youth informed if and when the routines change. 2. Self-Soothing/ Self-Regulation – understanding that trauma-exposed youth often have two speeds and providing staff with strategies to help youth identify their-own self-regulation/self-soothing strategies. 3. Supportive Adults – youth are likely to have varying levels of trust for adults resulting from their trauma experiences. Recognizing this reality and helping adults to build a supportive relationship by defining boundaries, remaining consistent, showing respect, and establishing clear rules for engagement. 4. Strengths – helping youth to realize despite their challenges they have strengths to highlight and help youth identify

them to build their own self-efficacy. 5. Self-Care – the importance of self-care and setting aside time through activities that take care of yourself.

Metropolitan will use existing Community School systems to assess and establish an Action Plan to apply trauma-informed practices; to provide professional development and training workshops, and to monitor success through a continuous feedback loop with stakeholders. These systems include the weekly leadership team meetings with the Principal (or principal representative), the monthly Advisory Committee Meetings, and teacher in-service and staffings that Metropolitan's staff attends. Metropolitan's Resource Coordinator will guide these practices as a Master's Level Social Worker who also has extensive training in trauma-related supports.

Program schedule. During the school year, programming takes place on average 2.5 hours a day, 5 days a week for 24 weeks; for summer 4 hours a day, 4 days a week for six weeks. In an effort to engage more students, programming during the school year has also been scheduled during the school day and at lunch time to support those students who have other commitments after school.

Appropriate Staffing for Implementation. The program site has a full-time Resource Coordinator (RC) on staff who is housed at the school. The RC is responsible for day-to-day operations, including the active engagement and collaboration with the school community. The leadership team made up of Metropolitan staff and school leadership meet regularly to make joint decisions on issues related to budget, programs, staffing and scheduling. To support this process, an Advisory Committee with representatives from each stakeholder group [parents, teachers, students, partners, in addition to the leadership team] meets monthly to review program outcomes and support implementation and sustainability efforts.

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Section H. Expected Outcomes

The following goals and objectives will be achieved by the 75 participants of the proposed program.

Goal 1: Increase involvement of students in school activities.

Objective 1: 70% of regular attendees (30 days or more) will demonstrate an increase in involvement in at least one school activity and in other subject areas such as technology, arts, music, theater and sports and other recreation activities by the end of the five year grant period.

Objective 2: 75% of parents report improvements in their child's engagement with school.

Goal 2: Prepare student's to become productive adults in their community.

Objective 1: 70% of regular attendees will demonstrate social benefits and exhibit positive behavioral changes.

Objective 2: 75% of participants will show improvement is at least one Human Achievement Quotient (HAQ) category.

Goal 3: Increase involvement of parents and community at the schools.

Objective 1: Metropolitan will work toward services that benefit the entire community by including families of participants and collaborating with other agencies and non-profit organizations.

Community schools are evaluated through a series of surveys and performance data analyses. In accordance to CPS mandate, Metropolitan has approval from CPS to retrieve student records and collect surveys. Through this agreement, all academic information is obtained through the CPS Office of Research, Evaluation, and Accountability. At school year's

end, Metropolitan sends to CPS a list of student ID numbers and personal and academic information needed, including: grades, ISAT scores, attendance/promotion information, suspensions, behavioral incidence reports, and demographics. Teachers complete the Teachers Survey; parents fill out a Parent Survey; and students complete a pre-post-test and client satisfaction form at the end of the school year. The collected information helps track the performance indicators for the program.

The Resource Coordinator at the school will collect program specific information to enter directly into the City Span database. Once all outcome data has been collected, Metropolitan populates the database at the pre-designated dates with all the appropriate information. Parent surveys are entered into statistical analysis software (SPSS) and managed internally. Vikki Rompala, the Director of Outcomes/Evaluation for Metropolitan is responsible for conducting the evaluation. For this grant, Ms. Rompala meets with staff throughout the program year to review the evaluation plan and to provide training and support.

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Section I. Planning & Preparation Activities /Organizational Readiness

Activity	Month Begun	Month Completed	Position Responsible
Receive notice of award and complete all contracting documents with Cook County.	August	August	Contract Manager
Meet with school staff, key stakeholders to update scope of service for new school year.	September	September	Manager/ Supervisor / Resource Coordinator
Maintain a Peace Room which will be a designated space for youth to implement the peace making circles and to receive continued support in a safe environment.	September	ongoing	Resource Coordinator
Assess school environment and their trauma informed practices in partnership with Harlan community stakeholders – parents, teachers, community-based partners, and administration.	September	November	Supervisor / Resource Coordinator
Develop a strategic plan with action steps for applying trauma informed principles to be reviewed during Harlan Community School Advisory Committee meetings.	November	November	Resource Coordinator/ Supervisor
Host an open house at the school for students and parents to introduce them to services.	October	October	Resource Coordinator
Finalize outcomes and evaluation plan for services.	October	October	Supervisor / Resource Coordinator
Recruit, identify youth and complete enrollment/consent paperwork for participation in services.	October	October	Resource Coordinator
Implement the peacemaking circles at least weekly; implement daily all OST activities.	October	Ongoing	Resource Coordinator/ OST Workers
Provide a series of workshops for parents, teachers, administrators and other Harlan community partners on the 5 S's to provide trauma-informed practices.	December	Quarterly	Resource Coordinator
Evaluate program and beginning planning for upcoming school year.	August	August	Resource Coordinator

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Section L. Qualifications of the Proposer

Metropolitan Family Services (Metropolitan) is a 501c3 Corporate Entity and one of the largest not-for profits in Illinois. Growing by 56% since 2012, Metropolitan continues to show stability and growth in the midst of a challenging public funding environment, impacting more than 67,150 children, youth, adults and seniors each year. Founded in 1857, Metropolitan remains committed to its mission, to provide and mobilize the services needed to strengthen families and communities. Metropolitan serves families and individuals without regard to gender, race, ethnicity, religion, age, sexual orientation, or ability to pay. Using a community-centered service delivery model, Metropolitan provides high quality accredited services in four strategic areas Education, Empowerment, Economic Stability and Emotional Wellness crossing geographies in Chicago, Suburban Cook and DuPage Counties

Metropolitan has significant administrative, programmatic and financial capacity as one of the largest, most respected social service agencies in Illinois. Metropolitan manages a budget of 48.6 million and has a staff team of more than 800 full and part-time professional staff. The portfolio of funding is varied and extensive. For its most recently completed fiscal year (2014), Metropolitan had over 78 programs that received governmental funding from a variety of state, local and federal funding sources including the US Department of Education, Illinois Department on Aging, Illinois Department of Human Services, Illinois Department of Children and Family Services, Illinois State Board of Education, Illinois Violence Prevention Authority, Chicago Public Schools, Chicago Department of Public Health, Chicago Department of Family and

Support Services, Chicago Housing Authority, and other local governmental funding sources; as well as foundations and private donor support.

The agency has a 61 person board made up of business and community leaders of the Chicago Metropolitan Area; as well as numerous auxiliary boards for its Legal Aid Society and seven Family Service Centers. The Executive Team for Metropolitan Family Services brings leadership, diverse experiences, and various lengths of service to the agency, which has brought new perspectives as well as consistent leadership in administrative, fundraising, fiscal and program areas. Metropolitan's General Offices/Headquarters is located in downtown Chicago at 1 North Dearborn and operations out of this office include its Executive Leadership Team, budgeting/finance, human resources, public resource development, external affairs (fund development and communications), evaluation and research, continuous quality improvement, and management information systems as support functions for high quality services.

Metropolitan is a Council on Accreditation (COA) certified organization. COA is an objective and reliable verification that provides confidence and support to an organization's service recipients, board members, staff, and community partners. The COA reaccreditation process involves a detailed review and analysis of both the organization's administrative operations and its service delivery practices. All are measured against national standards of best practice. These standards emphasize services that are accessible, appropriate, culturally responsive, evidence based, and outcomes oriented, in addition, they confirm that the services are provided by a skilled and supported workforce.

Metropolitan has a strong presence in the region where services will be targeted through its: Calumet Family Service Center (Calumet). Metropolitan Calumet Center has been providing comprehensive services for the Chicago far South side communities of Roseland, West Pullman,

and Pullman, and surrounding areas since 1955 and is viewed as a leader within the community. The Calumet Center, located at 235 East 103rd Street has an active Advisory Board that provides leadership, advocacy and support, and staff from the Center represent Metropolitan at various networking groups and coalitions.

This past fiscal year, the Calumet Center served more than over 11,207 children, youth, adults, families and seniors through a diverse group of programs including school-based counseling and education services, community schools, adoption preservation, workforce development, family case management/self-sufficiency services, community based care transition program, family violence intervention and prevention services, college preparation/education support, pro-bono legal assistance, and parent development/education support.

Calumet is a leading social service agency within the community. It is the coordinating agency for the Local Area Network, has strong partnerships with community institutions such as Olive Harvey of City Colleges, Chicago State University, Roseland Hospital, and works closely with the alderman, Chicago Police District, the local businesses/employers in the area and other community stakeholders.

References for Project Experience:

<p>Partner School: Reginald E. Evans, Principal/ John M. Harlan Community Academy High School/ 9652 South Michigan Avenue, Chicago IL 60628/ 773-535-5400 reevans@cps.edu</p>	<p>Funder: Illinois State Board of Education/ Marci Johnson Division Supervisor Division N242 100 N. 1st Street Springfield, IL 62777 217-524-4832</p>	<p>Funder: United Way of Metropolitan Chicago Wendy Duboe, CEO 560 West Lake Street Chicago, IL 60661 wendy.duboe@uw-mc.org 312-906-2240</p>
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CREDIBILITY • INTEGRITY • ACHIEVEMENT

COUNCIL ON ACCREDITATION

Attests That

**Metropolitan Family Services
Chicago, IL**

Is

ACCREDITED

Achieving the Highest Standards of Professional Practice for the Services It Provides

Accredited Through

9/30/2018

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Section M. Key Personnel

Jennifer McCraw is the Manager for all of Metropolitan's Community School programs, including the proposed Harlan site supported by this application. She will spend 5% of her time on this project in support of oversight, strategic planning and general management. Ms. McCraw has her Master's degree in Social Work and has been with Metropolitan for over 17 years in various supervision and management capacities. As Manager, she supervises five full-time Project Supervisors for Community Schools, acts as the primary liaison between Metropolitan and CPS, and ensures accountability across all partnership school sites. The Manager is directly supervised by the Executive Director at Calumet Family Service Center; and with this supervision receives administrative, financial and programmatic support by Metropolitan's leadership team.

All OST services are delivered and supervised by qualified, appropriately credentialed professionals. Metropolitan staff reflect the diversity of students and services offered are culturally sensitive. Metropolitan monitors the quality of staff performance and service delivery through a variety of processes. There is a full-time Supervisor for every cohort of four/five full-time Resource Coordinators. The Supervisor for Harlan Community School is Kelsey Pierce and this staff person will spend 10% of her time providing direct supervision of the Resource Coordinator through a variety of oversight strategies: regular team meetings, individual weekly supervision, and annual performance appraisals.

Meredith Williams is the Resource Coordinator for Harlan Community School and she will designate 100% of her time on this project. She has her Master's in Social Work and has

been a Resource Coordinator at Metropolitan for over 6 years. She is responsible for managing and coordinating all program activities including scheduling, recruitment and registration of students/parents, recruitment and oversight of providers, and service monitoring. The Resource Coordinator has a significant on-site presence, works collaboratively with the Principal, and participates in staff meetings to help ensure a better coordination of services. As the primary liaison, they are responsible for tracking participation, monitoring quality, and service coordination. For this project, there will be two part-time Out-of-School Time Workers (OST) to implement education, enrichment and Peacemaking Circle /Restorative Justice-related activities. They will spend 15 hours a week providing services and will be required to have at least a High School Diploma or equivalent and over 3 years experience working with youth and parents. Metropolitan when hiring will ensure that they are culturally and linguistically representative of the population to be served.

For professional development each OST staff member has a written staff-development plan that includes responsibilities, individual goals, and professional and personal development activities. Metropolitan also expects that the Resource Coordinators and Supervisors participate in at least six in-services on OST-related topics as well as in administrative protocols for the agency. In addition, OST staff participate in regular professional development activities through the Federation for Community Schools, the Illinois State Board of Education for its 21st Century Community Learning Center partners and CPS.

This past year, Metropolitan's Community School staff completed 24 hours of intensive professional development based on Weikert Center's Youth Program Quality Methods, Assessment, and Continuous Improvement Cycles. This process introduced observational skill development building blocks from the HAQ to guide program planning and student supports.

Metropolitan also received 18 months of training from Illinois Collaboration on Youth (NTSCN approved) to address policies, procedures, and protocols to provide trauma-informed services and high levels of student/parent engagement.

Jennifer McCraw, MSW, LCSW
1730 West 99th Street
Chicago, IL 60643
jennifermdm@yahoo.com

Professional Profile

Summary of Qualifications

- ~ Program Management and Staff Supervision
- ~ Individual and Family Counseling
- ~ Record Management
- ~ Court Proceedings
- ~ MSW Field Placement Supervision
- ~ Insurance Reviews and Managed Care
- ~ Budget Planning
- ~ Crisis Intervention
- ~ Grief Counseling
- ~ Teaching and Training
- ~ Quality Assurance
- ~ EAP

Work Experience

METROPOLITAN FAMILY SERVICES CHICAGO, IL

Manager 9/2009 – Present

- ~ Manage numerous programs related to clinical, case management and after school programs
- ~ 40 Hour Domestic Violence Certificate
- ~ 40 Hour Sexual Assault Certificate

Program Supervisor 10/2008 – 8/2009

- ~ Supervise Licensed Clinicians
- ~ School Based Services, DCFS Subcontracted Programs and various counseling programs
- ~ Maintained clinical charts and best practice standards
- ~ Budget Management

PEOPLE RESOURCES ST. LOUIS, MO

Clinical Operations Supervisor 3/2008 – 10/2008

- ~ Oversee Daily Clinical Operations
- ~ Program Development
- ~ Manage Call Center Clinicians
- ~ Ensure Quality Client Service

Resource Coordinator Supervisor 1/2008 – 10/2008

- ~ Develop program to ensure quality service
- ~ Train staff in Motivational Interviewing techniques
- ~ Oversee program outcomes

Call Center Clinician 6/2007 – 1/2008

- ~ Brief clinical telephone interventions
- ~ Managed care authorizations
- ~ Assisting employees in accessing their EAP benefits

METROPOLITAN FAMILY SERVICES CHICAGO, IL

Program Supervisor 7/2003 – 9/2006

- ~ Managed Licensed Clinicians
- ~ In Home Therapy, Domestic Violence, General Counseling and Parenting Programs
- ~ Maintained clinical charts and best practice standards
- ~ Budget Management
- ~ CQI lead

Social Worker 5/2003 – 7/2003

- ~ Provided home based therapy to children in foster care
- ~ Organized group therapy for children
- ~ Discharge Planning

HURON VALLEY CHILD GUIDANCE CLINIC ANN ARBOR, MI

Mental Health Professional 4/2002 – 4/2003

- ~ Individual and Family counseling and assessments
- ~ Interfaced with schools to develop Individual Education Plans
- ~ Counseling and support services to you with developmental disabilities

WASHTENAW COUNTY JUVENILE DETENTION CENTER ANN ARBOR, MI

Social Service Worker 8/2000 – 4/2002

- ~ Individual counseling with incarcerated youth
- ~ Crisis intervention and suicide assessments
- ~ Interfaced with juvenile court

YOUTH VILLAGES NASHVILLE, TN

Clinical Manager 6/2000 – 8/2000

- ~ Clinical supervision for foster care staff
- ~ Facilitate home approval process and child matching
- ~ Parent support group

CAMELOT CARE CENTERS INC. NASHVILLE, TN

State Training Coordinator 2/2000 – 6/2000

- ~ Coordinated, developed and conducted new staff training
- ~ Assisted state clinical director
- ~ Provided quality assessments to programs across state

Clinical Director 10/1996 – 2/2000

- ~ Supervised Direct Care Staff (MA and BA)
- ~ Managed In home therapy program
- ~ Conducted treatment teams

In-Home Therapist 12/1995 – 10/1996

- ~ Provided developmental based services to youth at risk of disruption
- ~ Provided group, family and individual therapy
- ~ Assessed home environments

Educational Experience

University of Kentucky ~ MSW Degree
December 1995

University of Kentucky ~ BSW Degree
May 1994

References

Excellent personal and professional references are available upon request

Meredith J. Williams

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Chicago, IL 60615
(517) 449-7883
Mjwilliams49@gmail.com

EDUCATION:

University of Chicago, Chicago, IL
Major: A.M., Social Service Administration
Specialization: Community Schools Program

Michigan State University, East Lansing, MI
Major: B.S., Family Community Service
Specialization: Black American Diasporic Studies

PROFESSIONAL EXPERIENCE:

Metropolitan Family Services, Resource Coordinator- Southside CPS High School
Chicago, IL (June 2009-Present)

- Manage daily coordination of all after school programming activities that adhere to the Community Schools model.
- Network with school staff and outside service providers to develop and maintain a schedule of activities for students.
- Shared responsibility for meeting grant funder requirements within school- setting and the agency.
- Develop and manage monthly program oversight committee, which is compromise of school and community leaders with a shared interest of school improvement.
- Negotiate agreements with agencies and individuals to provide adequate, cost-effective program services.
- Coordinate recruitment and referral process for program participants.
- Responsible for balancing a \$150,000 dollar program budget.
- Manage tasks in a dual-accountability environment with responsibility to both the agency and the school.
- Manage program staff consisting of seven part-time workers, teachers and subcontractors.
- Complete data entry and student file maintenance.
- Lean Six Sigma certified.

UChicago Charter School: Woodlawn Campus, Internship
Chicago, IL (August 2008-June 2009)

- Conducted 10 week after school session on conflict resolution.
- Maintained a caseload of 5 newly enrolled students providing academic support, nurturing social skills and helping them develop positive study habits and behavior.
- Corresponded with parents to ensure they were engaged in the academic process of their student.
- Developed, coordinated and implemented lunch time tutoring program.
- Coordinated recruitment and referral process for tutoring program.
- Interviewed, selected, organized and supervised graduate students from the University of Chicago who provided tutoring services.
- Organized parent resource fair and developed evaluation forms.

Meredith J. Williams

Children Research Triangle, Clinical Internship
Chicago, IL (August 2007 June 2008)

- Conducted client assessments for young children from the age of 3-7.
- Engaged clients in play therapy.
- Updated the agency database of community resources for clients.
- Participated in community outreach by providing trauma-focuses services at SOS Children Village to children who are affected by interpersonal violence.

Professional Aide, Ronald E. McNair Post-Baccalaureate Achievement/Summer Research Opportunity
Program, Office of Supportive Services, Michigan State University
East Lansing, MI (January 2007 –September 2007)

- Organized and coordinated scholarly activities related to team building.
- Conducted seminars focused on graduate school preparation
- Maintained program files and scholar assignments
- Provided guidance to Michigan State and Visiting scholars through individual meetings
- Facilitated good communication between McNair/SROP staff and Scholars
- Monitored mentor and mentee relationships

PROFESSIONAL ORGANZATIONS

Member, National Association of Social Workers
Member, Alpha Kappa Alpha Sorority, Incorporated

METROPOLITAN FAMILY SERVICES

**GRADE 19
SUPV
EXEMPT**

POSITION DESCRIPTION

TITLE:

PROGRAM SUPERVISOR

**ESSENTIAL
FUNCTION:**

Administers all aspects of a program/s. Works with diverse staff and service population.

Under general supervision of the Program Manager or Executive Director.

RESPONSIBILITIES:

1. Supervises and coordinates all aspects of the program.
2. Responsible for maintaining quality and quantity of services. Keeps abreast of client service needs and participates in planning for them.
3. Responsible for all personnel matters within program including hiring, assigning, and terminating of staff. Identifies for manager, leadership potential of program staff.
4. Writes program's annual and long range plans. Participates in developing unit's annual and long range plan.
5. Recommends program budget to the Director.
6. Assures appropriate integrations of multi-service, multi-disciplinary, and systems approach to program.
7. Develops and maintains contacts with community groups relating to program needs.
8. Works collaboratively with community agencies, organizations, and institutions.
9. Works collaboratively with other program supervisors in unit to carry out unit goals.
10. Works effectively with diverse staff and service population.

TITLE:

PROGRAM SUPERVISOR 2 (continued)

QUALIFICATIONS:

Five years experience with increasing levels of responsibility. Supervisors who supervise Social Workers must have an LCSW or LCPC and five years post masters experience. Other certification or licensure as required. Mobility for travel. Ability to work effectively with diverse individuals and groups.

06/06/02
06/15/93

METROPOLITAN FAMILY SERVICES

POSITION DESCRIPTION

GRADE 14
OSTCO
EXEMPT

TITLE: OUT-OF-SCHOOL TIME PROGRAM COORDINATOR

**ESSENTIAL
FUNCTION:**

Responsible for coordinating all aspects of out-of-school-time program delivery. Assures that program is meeting its programmatic, evaluation and community-building goals.

This position reports to a supervisor or manager

RESPONSIBILITIES:

1. Supervises and participates in the hiring and termination of out-of-school-time program staff. Develops and implements a comprehensive training program.
2. Coordinates operations of the out-of-school-time program. Uses management skills necessary to effectively address all levels of risk management, discipline and behavior problems in the out-of-school-time program.
3. Plans and makes recommendations for the implementation of high quality program activities that meet the mission and vision of program and that provide a range of learning.
4. Has shared responsibility for meeting program requirements in partnership with community schools and families, and agency and funder standards for out-of-school-time programs, including record-keeping and monitoring of policies and procedures.
5. May provide direct service to youth and parents.
6. May organize consumer and/or oversight committees. Makes recommendations for membership.
7. Seeks input from teachers, school staff, LSC members, parents, and students to determine ongoing needs of students and families.
8. Negotiates agreements within the approved program with agencies and individuals who provide services. Secures appropriate agency approvals as necessary.

TITLE:

OUT-OF-SCHOOL TIME PROGRAM COORDINATOR

RESPONSIBILITIES: (continued)

9. At principal's request, and with agency approval, assumes responsibility for additional out-of-school-time programs.
10. Assures that site-based reporting and evaluation components are completed.
11. Responsible for maintaining expenditures within budget.
12. Makes purchases for program as necessary.

QUALIFICATIONS:

Bachelor's degree in recreation, early childhood education, child development, social work or psychology or related field and five years of experience working with children in educational, activity or social service programs, or Bachelor's degree in another field and seven years of experience. Excellent verbal and written skills. Ability to work collaboratively with school personnel, agency staff, parents and community partners. Available to work a flexible schedule that includes evenings and some weekends. Ability to manage multiple tasks simultaneously. Ability to work in dual accountability milieu-responsible to agency, but also to school administration. Must have access to automobile on regular basis and have automobile insurance coverage. Proficiency in required computer programs, Windows, WORD, EXCEL and Outlook; ability to learn agency and funder computer programs.

2/14/06

Metropolitan Family Services

Position Description

Non-exempt

Title

Out-of-School Time Activity Worker 1

Essential
function

Leads recreation and/or life skill activities in elementary or high school out-of-school time programs. May work in school-based or office-based program. May work pre- or post-school hours.

Responsibilities

1. Plan and lead one or several activity programs in out-of-school time.
2. Enter attendance records and other daily or periodic information in participant files as required by program.
3. Arrange and lead field trips.
4. Handle routine student discipline in the classrooms, referring students to OST Coordinator as necessary.
5. May serve as site lead contact person in the absence of the Coordinator or more senior staff person.
6. Attend staff meetings and other program-related meetings as scheduled.
7. Provide feedback to program supervisor on participant progress.
8. Utilize program curricula as provided in planning program activities.
9. Work collaboratively with other program staff.
10. Act as liaison to classroom teachers as appropriate and requested.
11. Attend training as required to improve essential skills.
12. Be available, as circumstances require, for extra and weekend hours as scheduled by program.
13. Create and distribute flyers regarding program events to program participants.
14. Enter data into computer databases as required by funders and agency.

Cook County
RFP No. 1553-14558
Violence Prevention, Intervention and Reduction
Demonstration Grants (\$100,000)

Section N. Subcontracting or Teaming

This is not applicable for this application.

EXHIBIT 2

Schedule of Compensation

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.

Jennifer McCraw, Manager is the primary staff person at Calumet Family Service Center responsible for Community Schools programming and she will be allocated at 5% for oversight. The Supervisor, Kelsey Pierce, provides direct supervision of the Resource Coordinator and will assist with Training Activities that will take place at the school. She will be allocated at 10%. Meredith Williams is 100% Full-time Resource Coordinator at the school and responsible for program implementation. The Out of School Time Workers work 15 hours a week for 40 weeks and support the delivery of out-of school time programming. Allocated fringe is 30.4% for the Full-Time Equivalents and 9.8% for the Out-of-School Time part-time workers. Fringe benefits covered by the agency includes FICA, Unemployment, Catastrophic Health, Worker's Compensation, Life and Disability, Health Insurance and Pension.

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.

There are no costs.

Equipment

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

There are no costs.

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.

Program and education supplies support the delivery of out-of-school time activities and healthy snacks for out-of-school time activities, trainings and group meetings.

Printing

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

There are no costs.

Other Direct Costs

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

Four field trips will be scheduled during the year for participating youth to include bus fare and admissions fee. Training costs to support the community school stakeholders in areas of Restorative Justice and Trauma-informed support.

Indirect Costs

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

Allocated indirect cost is 2.66%.

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.

Program sustainability is a multi-prong effort that utilizes the expertise and support of the agency's Board of Directors and Executive Leadership team who are committed to program growth and development; its internal fundraising department which raises over \$5.3 million in general operating dollars annually; its external relationships with both public and private funders and United Way; and localized community-based funding efforts. Metropolitan consistently looks to these public and private funders to support its programs to ensure a continuity of services for clients are maintained at the anticipated level.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2015

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

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

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Chicago.CertRequest@marsh.com Fax: 212-948-0770	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Insurance Company		18058
INSURER B : AIG Assurance Company		40258
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES	CERTIFICATE NUMBER: CHI-005723740-09	REVISION NUMBER:
------------------	---	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> 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:		PHPK1436177	12/31/2015	12/31/2016	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 20,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1436177	12/31/2015	12/31/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N / N/A		WC049101807	03/01/2015	03/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	PROFESSIONAL LIABILITY		PHPK1436177	12/31/2015	12/31/2016	EACH INCIDENT	1,000,000
						AGGREGATE	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cook County, its officials, employees and agents are included as additional insured (except workers' compensation) where required by written contract. The General and Auto Liability insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract in reference to contract 1453-13604F.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

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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.:	Date:
Total Bid or Proposal Amount:	Contract Title:
Contractor: NONE	Subcontractor/Supplier/ Subconsultant to be added or substitute: <i>NA</i>
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor):	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor)	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

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

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

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

Contractor Metropolitan Family Services

Name Colleen M. Jones, LCSW

Title Executive Vice President and Chief Operating Officer

Prime Contractor Signature Date 1/7/16

Colleen M. Jones

EXHIBIT 5

MBE/WBE Utilization Plan

CONTRACT NO. 1553-14558F
Vendor: Metropolitan Family Services

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

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.

LOCATIONS

ADMINISTRATIVE HEADQUARTERS

MAIN OFFICE

One N. Dearborn, Suite 1000
Chicago, IL 60602
312-986-4249

EMPLOYEE ASSISTANCE NETWORK (EAN)

312-986-4249

LEGAL AID SOCIETY

312-986-4200

CITY CENTERS

CALUMET

235 E. 103rd Street
Chicago, IL 60628
773-371-3600

Serving Roseland, Beverly, Chatham, Englewood, Morgan Park, Mount Greenwood, North Central, Pullman, Riverdale, Washington Heights, Washington Park, West Pullman and Woodlawn

Additional locations:

- Center for Working Families (CWF) (at Kennedy-King College)
747 W. 63rd Street, Rm. 106
Chicago, IL 60621
- Lathrop Homes Sites
• 2638 & 2640 N. Hoyne
Chicago, IL 60647
- North Central
1414 N. Talman, Chicago, IL 60622

Trumbull Park Homes Sites
(serving Trumbull Park)

- 2413 E. 107th Street
Chicago, IL 60617
- 2411 E. 107th Street
Chicago, IL 60617
- Woodlawn Choice Neighborhood
830 E. 63rd Street, Chicago, IL 60621

MIDWAY

3843 W. 63rd Street
Chicago, IL 60629
773-884-3310

Serving Chicago Lawn, Englewood, West Englewood, West Lawn, Gage Park, Clearing

Additional locations:

- Midway Children's Center
3215 W. 63rd Street
Chicago, IL 60629
- Midway Head Start
6422 S. Kedzie, Chicago, IL 60629
- Jane Addams Domestic Violence Court Advocacy Program
555 W. Harrison, Chicago, IL 60607
- Learning and Wellness Center
5338 S. Loomis Avenue, Chicago, IL 60609

NORTH (and NORTH CHILDREN'S CENTER)

3249 N. Central Avenue
Chicago, IL 60634
773-371-3700

Serving Belmont Cragin, Hermosa, Irving Park, Portage Park

SOUTHEAST CHICAGO

3062 E. 91st Street
Chicago, IL 60617
773-371-2900

Serving South Chicago, Calumet Heights, the East Side, Hegewisch, South Deering

**EVANSTON/
SKOKIE VALLEY**
2,387 CLIENTS

NORTH
6,812 CLIENTS

HEADQUARTERS
9,819 CLIENTS

MIDWAY
10,975 CLIENTS

CALUMET
10,641 CLIENTS

SOUTHWEST
6,108 CLIENTS

**SOUTHEAST
CHICAGO**
6,639 CLIENTS

EVANSTON/SKOKIE VALLEY

5210 Main Street
Skokie, IL 60077
847-425-7500

Serving Evanston, Lincolnwood, Niles, Morton Grove, Golf and Maine Townships

Additional location:

- Evanston
820 Davis Street, Suite 218
Evanston, IL 60201

SOUTHWEST

10537 S. Roberts Road,
Palos Hills, IL 60465
708-974-2300

Serving Blue Island, Calumet, Lemont, Oak Forest, Orland, Palos and Worth Townships

Additional location:

- Blue Island
13136 S. Western
Blue Island, IL 60406

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): See Attached list

(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:

NA

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.

SKOKIE OFFICE

10-21-129-036-0000

10-21-129-037-0000

NORTH CENTER

13-20-429-027-0000

13-20-429-028-0000

13-20-429-031-0000

13-20-429-032-0000

13-21-323-001-0000

MIDWAY CENTER

19-23-101-001-0000

19-23-101-002-0000

19-23-101-012-0000

19-23-101-013-0000

19-23-101-051-0000

MIDWAY HEAD START

19-23-211-040-0000

PALOS HILLS OFFICE

23-13-103-005-0000

BLUE ISLAND

23-13-103-005-0000

24-36-408-003-0000

24-36-408-009-0000

24-36-408-010-0000

CALUMET CENTER

25-15-104-005-0000

25-15-104-006-0000

25-15-104-007-0000

25-15-104-008-0000

25-15-104-042-0000

SOUTHEAST CENTER

26-06-225-025-0000

26-06-225-031-0000

26-06-225-033-0000

26-06-225-035-0000

26-06-225-036-0000

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: Original Statement or Amended Statement

Identifying Information:

Name Metropolitan Family Services

D/B/A: _____ FEIN NO.: 36-2167940

Street Address: 1 North Dearborn, Suite 1000

City: Chicago State: IL Zip Code: 60602

Phone No.: 312-986-4000 Fax Number: 312-986-4334 Email: jonesc@metrofamily.org

Cook County Business Registration Number: NA Not-for-Profit
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership 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
See attached list			

Declaration (check the applicable box):

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

FY 2016
METROPOLITAN FAMILY SERVICES
BOARD OF DIRECTORS

OFFICERS

CHAIRMAN

JOHN L. MACCARTHY
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333 W. Wacker Drive, 33rd Floor
Chicago, IL 60606
(312) 917-7955

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Executive Vice President
The Northern Trust Company
50 S. LaSalle Street
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TREASURER

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Chief Financial Officer
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One North Dearborn, Suite 1000
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(312) 986-4000

PRESIDENT

RICARDO ESTRADA
President
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General Counsel and Secretary
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DEBBIE K. WRIGHT

Chief Counsel – Technology Transitions
Kraft Foods
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Northfield, IL 60093
(847) 646-2852

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Colleen M. Jones, LCSW
Name of Authorized Applicant/Holder/Representative (please print or type)

Colleen M. Jones
Signature

JonesC@metrofamily.org
E-mail address

Executive Vice President & COO
Title

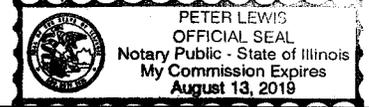
1/7/16
Date

312-986-4000
Phone Number

Subscribed to and sworn before me
this 7th day of Jan, 2016

My commission expires: 8/13/2019

X Peter Lewis
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: Metropolitan Family Services

Address of Person Doing Business with the County: 1 N. Dearborn, Suite 1000 Chicago, IL 60602

Phone number of Person Doing Business with the County: 312-986-4135

Email address of Person Doing Business with the County: jonesc@metrofamily.org

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:

N/A

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: _____

Request for Proposal number 1553-14558

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000

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: _____

Jennifer McCraw, Program Manager phone: 773-371-3626; mccrawj@metrofamily.org

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: _____

Audrena Spence, Executive Director phone: 773-371-3637; spencea@metrofamily.org

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

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

Signature of Recipient

Date

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

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

SECTION 4

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: 1553-14558F
County Using Agency (requesting Procurement): Justice Advisory Council of Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Metropolitan Family Services
Substantial Owner Complete Name: N/A Not-for-Profit
FEIN# 36-2167940
Date of Birth: N/A E-mail address: GrecoP@metrofamily.org
Street Address: 1 North Dearborn, Suite 1000
City: Chicago State: Illinois Zip: 60602
office phone: (312) 986-4000 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: *Patti Greco* Date: 1/8/16

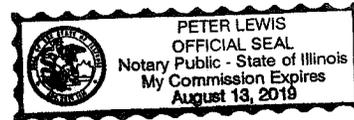
Name of Person signing (Print): Patti Greco Title: Vice President of Human Resources

Subscribed and sworn to before me this 8th day of January, 2016

X *Peter Lewis*
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

Metropolitan Family Services
Corporation's Name
312-986-4135
Telephone
[Signature]
Secretary Signature

Colleen M. Jones [Signature]
President's Printed Name and Signature
Executive Vice President & Chief Operating Officer
JonesC@metrofamily.org
Email
1/7/16
Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Telephone

Date

Email

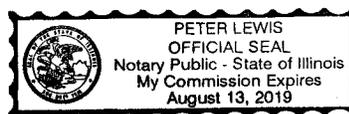
Subscribed and sworn to before me this
7th day of Jan., 2016.

My commission expires: 8/13/2019

[Signature]
Notary Public Signature

Notary Seal

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





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DEBBIE K. WRIGHT

TONY W. HUNTER
Chair Emeritus

**RESOLUTION AS TO THE EXECUTION AND
ATTESTATION OF CONTRACTS AND OTHER DOCUMENTS
ON BEHALF OF METROPOLITAN FAMILY SERVICES**

Whereas, METROPOLITAN FAMILY SERVICES (also referred to as “Metropolitan” or “Corporation”) is an Illinois special charter not-for-profit corporation; and

Whereas, the Board of Directors of Metropolitan deems it appropriate and desirable to define the authority of the officers of Metropolitan with respect to the execution and attestation of contracts and other corporate documents of the Corporation;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of Metropolitan Family Services that the following officers and agents, in addition to all other authority they currently have, are authorized to execute contracts and other documents on behalf of the Corporation and otherwise obligate the Metropolitan as follows:

- (a) The President is authorized to execute on behalf of the Metropolitan, the corporation’s budget and such other transactions as approved by the Board of Directors. This authority includes the approval of the acquisition of materials and services and the execution of contracts which bind the agency as a provider of services.
- (b) The Executive Vice President & Chief Operating Officer, as delegate of the President, is authorized to approve expenditures of not more than \$20,000, and is authorized to approve and execute contracts which involve the provision of services, for one year and/or multiple years provided that the value of the services is not greater than \$1,500,000/year.
- (c) The Chief Financial Officer, as delegate of the President, is authorized to approve expenditures of not more than \$20,000, and are authorized to approve and execute contracts which involve the provision of services, for one year and/or multiple years provided that the value of the services is not greater than \$750,000/year.
- (d) The Executive Vice President, General Counsel and Executive Director of Legal Aid Society, Senior Vice President-for External Affairs, Vice President for Human Resources, Vice President for Strategy and Communication, and Vice President for Information Management Systems, as delegates of the President, are authorized to approve expenditures of not more than \$10,000, and are authorized to approve and execute contracts which involve the provision of services for a term of not more than one year, provided that the value of the services is not greater than \$500,000.
- (e) The following positions are authorized to approve expenditures of not more than \$10,000 and approve and execute contracts which involve the provision of services for a term of not more than one year, provided the value of the services is not greater than \$250,000:

Executive Director
Director - Legal Aid

- (f) The following positions are authorized to approve expenditures of not more than \$5,000

Director of Quality & Outcomes
Clinical Director
Program Directors

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PHILIP S. STAMATAKOS
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DEBBIE K. WRIGHT
TONY W. HUNTER
Chair Emeritus

Program Managers
Center Directors
Community Development Directors
Director of Facilities, Director of Employee Assistance Network
Site Operations Managers

- (g) Supervisors are authorized to approve expenditures of not more than \$1,000.
- (h) For wire transfers and ACH transfers-the following positions are authorized to set up wire and ACH transfers up to \$4,000,000.
- (i) The following positions are authorized to approve wire and ACH transfers from one MFS account to another up to \$4,000,000; and from an MFS account to an external vendor account up to \$100,000

OPI Account Manager
OPI Controller

President
Chief Financial Officer

BE IT HEREBY FURTHER RESOLVED, that no reimbursements of staff for expenses shall be made without the approval of the individual's supervisor.

BE IT HEREBY FURTHER RESOLVED, that no person or organization which is a party to a transaction or contract executed by an officer or other agent of Metropolitan on behalf of the Corporation and which is within the dollar and time limits of this Resolution need inquire into whether the transaction is authorized by the Corporation's budget or otherwise approved by the Board of Directors.

BE IT HEREBY FURTHER RESOLVED, that the Secretary of Metropolitan is authorized and empowered to attest to the validity of and authority for contracts or other documents executed by officers of the Corporation on its behalf, and to certify resolutions of the Corporation.

BE IT HEREBY FURTHER RESOLVED, that the Assistant Secretaries of Metropolitan are authorized and empowered to attest to the validity of and authority for contracts or other documents executed by officers of the Corporation on its behalf, and to certify resolutions of the Corporation, in the absence of the Secretary. No person or organization which is a party to a contract or other corporate document attested by an Assistant Secretary of Metropolitan need inquire into whether the Secretary of the Corporation was absent or otherwise unavailable to execute the attestation.

BE IT HEREBY FURTHER RESOLVED, that all resolutions in conflict with this resolution are repealed.

Adopted July 20, 2011

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Chair Emeritus

CERTIFICATION

I, Leslie M. Smith, being the Secretary of Metropolitan Family Services, a corporation organized and existing under and by virtue of the laws of the State of Illinois (also referred to as the "Corporation") do hereby certify that the foregoing is a true and complete copy of the resolution adopted at a meeting of the Board of Directors of this Corporation, duly called and held on July 20, 2011, at which a quorum was present; and

I further certify that the above resolution has been in no ways altered, amended or repealed, and is now in full force and effect; and

I further certify that said resolution is not in conflict with the Charter or By-Laws of this Corporation; and

I further certify that all members of Metropolitan Family Services' Board of Directors serve on a strictly volunteer basis and receive no pay for their duties.

I further certify that the following is a true and correct list of the individuals and their titles authorized by the foregoing resolution:

Ricardo Estrada
Colleen M. Jones
G. Dennis Conroy
Denis Hurley
Karina Ayala-Bermejo

Patricia Greco
Thomas Remakel
Andrew Wade
Theodore Thelen
Laurie Sedio
Audrena Spence
Theresa Nihill
Vikki Rompala
Tana Paul
Michelle Churchey-Mims
Jennifer McCraw
Carrie Pullie
Pat Kelly
Jennifer Alexander
Fernando Freire
Nicole Cameron
Jean Xoubi
Eduardo Anguiano
Shannon Amoako
Melissa Fauser

President & CEO
Executive Vice President, Chief Operating Officer
Senior Vice President for External Affairs
Chief Financial Officer
Executive Vice President, General Counsel & Executive Director, Legal Aid Society
Vice President, Human Resources
Vice President-Information Management Systems
Vice President, Strategy & Communication
Director-Facilities
Executive Director-Southeast Chicago and Midway
Executive Director-Calumet
Executive Director-DuPage
Director of Quality & Outcomes
Program Manager
Program Director
Program Manager
Program Director
Program Director
Program Director
Director of Head Start
Program Director
Center Director
Site Operations Manager
Site Operations Manager

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LYNN TURNER
ADRIENNE WEISS
DEBBIE K. WRIGHT
TONY W. HUNTER
Chair Emeritus

Senie Horton
Kathleen Krucina
Julie Jedrzejak
Angel Moses
Linda Niksch

Site Operations Manager
Site Operations Manager
Site Operations Manager
Site Operations Manager
Site Operations Manager

AFFIX CORPORATE SEAL BELOW

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Metropolitan Family Services, this 7th day of January, 2016.




Assistant Secretary

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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:

John E. M.

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

1553-14558F

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

FEB 10 2016

APPROVED AS TO FORM:

NOT REQUIRED

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

Date