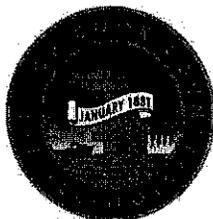


**PROFESSIONAL SERVICES AGREEMENT**

**VIOLENCE PREVENTION, INTERVENTION AND REDUCTION  
SEED GRANTS (\$40,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY OF COOK COUNTY

AND

PRESENCE BEHAVIORAL HEALTH

CONTRACT NO. 1553-14559A

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**OCT 07 2015**

# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS

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

ARTICLE 8) SPECIAL CONDITIONS..... 16

a) Warranties and Representations..... 16

b) Ethics ..... 17

c) Joint and Several Liability ..... 17

d) Business Documents..... 18

e) Conflicts of Interest ..... 18

f) Non-Liability of Public Officials ..... 19

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION  
AND RIGHT TO OFFSET ..... 19

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

b) Remedies ..... 20

c) Early Termination ..... 22

d) Suspension ..... 23

e) Right to Offset ..... 23

f) Delays ..... 23

g) Prepaid Fees ..... 24

ARTICLE 10) GENERAL CONDITIONS ..... 24

a) Entire Agreement ..... 24

b) Counterparts ..... 25

c) Contract Amendments ..... 25

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

e) Severability ..... 26

f) Assigns ..... 26

g) Cooperation ..... 26

h) Waiver ..... 26

i) Independent Contractor ..... 27

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

ARTICLE 11) NOTICES ..... 28

ARTICLE 12) AUTHORITY ..... 29

**List of Exhibits**

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/SubConsultant Form
- Exhibit 5 Board Authorization
- Exhibit 6 MBE/WBE Utilization Plan
- Exhibit 7 Economic Disclosure Statement

**AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and PRESENCE BEHAVIORAL HEALTH, doing business as a Not-For-Profit of the State of Illinois, hereinafter referred to as "Contractor."

**BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Violence Prevention, Intervention and Reduction Seed Grants (\$40,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.*

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

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

**TERMS AND CONDITIONS**

**ARTICLE 1: INCORPORATION OF BACKGROUND**

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

**ARTICLE 2: DEFINITIONS**

a) Definitions

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

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

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

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

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

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

**"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:

**List of Exhibits**

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Identification of Subcontractor/Supplier/SubConsultant Form
Exhibit 5	Board Authorization
Exhibit 6	MBE/WBE Utilization Plan
Exhibit 7	Economic Disclosure Statement

**ARTICLE 3: DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

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

**b) Deliverables**

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

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

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

**c) Standard of Performance**

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

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

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

**d) Personnel**

**i) Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

e) **Minority and Women 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**

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor 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.

Subcontractors performing Services for Contractor 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, Contractor 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 Contractors 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.

Subcontractors performing Services for Contractor 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) Contractor 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. Contractor 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 Contractor is not a waiver by the County of any requirements for Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Contractor 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 Contractor. Contractor 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 Contractor in no way limit Contractor'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 Contractor 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) Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor unless otherwise specified in this Agreement. If Contractor or Subcontractor 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 Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

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

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

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

**j) Examination of Records and Audits**

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

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

**D) Professional Social Services**

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

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

**ARTICLE 4: TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Chief Procurement Officer and its term shall be from November 1, 2015 through October 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

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

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

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

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subcontractor 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. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

**b) Timeliness of Performance**

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

**c) Agreement Extension Option**

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

**ARTICLE 5: COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions 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 Contractor 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. Contractor 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 Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor 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 Contractor 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 Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor 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 Contractor with all of the documents and information required of the Contractor. The Contractor 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 Contractor 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 Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) **Taxes**

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

f) **Price Reduction**

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

g) **Contractor Credits**

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

**ARTICLE 6: DISPUTES**

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

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**ARTICLE 7: COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

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

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

**ARTICLE 8: SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

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

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and 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 Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

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

**c) Joint and Several Liability**

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

**d) Business Documents**

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

**e) Conflicts of Interest**

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

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

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

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

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

**a) Events of Default Defined**

The following constitute events of default:

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

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

**b) Remedies**

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

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

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

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

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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

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

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

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

**f) Delays**

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

**g) Prepaid Fees**

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

**ARTICLE 10: GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

- (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**

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

b) **Counterparts**

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

c) **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.

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the 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 Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

**i) Independent Contractor**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

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 Contractor. 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 Contractor 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 Contractor:        Presence Behavioral Health  
1820 South 25<sup>th</sup> Avenue  
Broadview, Illinois 60155  
Attention: Frank Perham, 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 Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

**EXHIBIT 1**

**Scope of Services**

**Section C: Agency Description (Page limit: 2 page maximum)**

Presence Behavioral Health (PBH) is a provider of comprehensive behavioral health care with over 40 years of experience serving the communities of urban and suburban Chicago, Illinois. Established in 1971, PBH was one of the original Mental Health Centers founded in accordance with the Community Mental Health Centers Act of 1964. PBH now has roughly 200 employees who work together to provide a variety of mental health services throughout the Chicagoland area. Outpatient services include individual therapy, group therapy, family therapy, and psychiatric services. PBH is also funded by DASA to provide intensive outpatient treatment for substance abuse. In addition, PBH has a Child Advocacy Center, domestic violence classes, anger management classes and case management for various populations including ex-offenders and individuals in transitional housing. We are committed to providing trauma-informed care that is culturally competent, and we employ numerous bi-lingual and bi-cultural clinicians.

PBH proposes using this grant to fund our continued expansion of the High Intensity Program for youth and families. In its 13<sup>th</sup> year, this program offers at-risk youth and their families a continuum of services designed to strengthen families and empower youth to cope with trauma and mental/behavioral health issues as well as peer, school and neighborhood problems. The program offers several different evidenced-based interventions that are brought together in an innovative way to address youth and families holistically.

The core program consists of a variety of services and interventions, including individual therapy, group therapy, crisis services, and case management. Program staff have been trained by UIC on the use of evidence-based, trauma-informed interventions and utilize these with the continued involvement of UIC staff. Two supplemental programs have recently been added to this program to provide additional options for youth and families who need extra support. The

---

first is a 10-week therapeutic program called Diamond in the Rough that provides continuity and structure to youth over the summer months. This program was piloted last summer with great success. Outcomes were measured by administering the Columbia/Ohio assessment tool. On average, problem scales on the assessment decreased by 20% and functioning scales increased by 25%. The second supplemental program, Strengthening Families, has been in operation at PBH's Melrose Park location (Centro de Salud Familiar) for over 30 years. This evidence-based parenting and family strengthening program was developed and tested in the 1980s by Dr. Karol L. Kumpfer on a NIDA research grant. The program has been shown to be effective with children ages 6 – 17 and with a variety of racial/ethnic groups including African Americans and Hispanics. Centro de Salud initially limited this group to children under 12, but recently expanded it to include families with older children as well. Given the success of this program with the Latino population in Melrose Park, PBH decided to expand it to the primarily African American and Caucasian clients based out of the Westchester location as well. PBH evaluations of the expanded program have been successful showing improvements in family communication, family relationships, parenting skills, and coping skills.

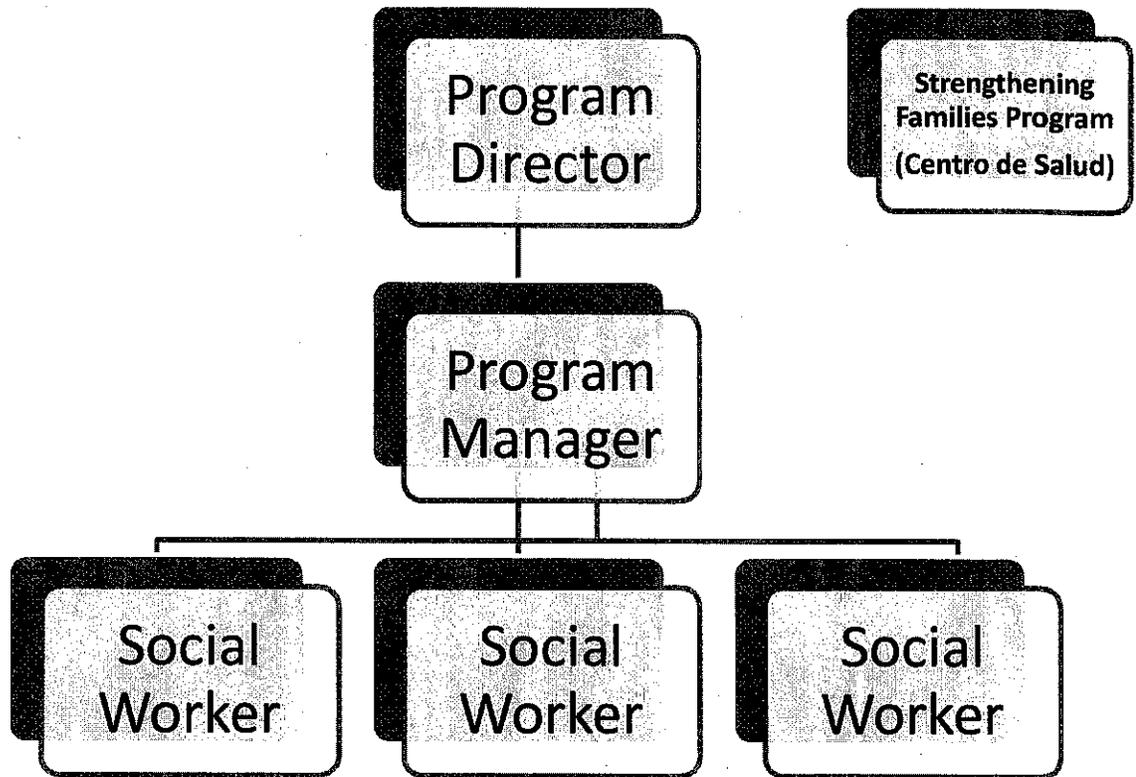
PBH offers similar services to other populations, including young women and girls who have been impacted by sex trafficking. PBH's work with this population is conducted in partnership with the Salvation Army, through their PROMISE Program (Partnership To Rescue Our Minors From Sexual Exploitation). PROMISE is a long-term, trauma-informed residential program located in the Chicagoland area. PBH works with Salvation Army to offer program participants comprehensive services including, but not limited to, cognitive-behavioral and group therapy, life skills training, support with academic and vocational goals, social and recreational activities and spiritual guidance.

**Section D: Executive Summary & Agency Organization Chart (Page limit: 2 page max)**

The High Intensity program is a family and community-based program that addresses the multiple determinants of serious antisocial behavior in at-risk youth, including chronic juvenile offenders. The program targets youth ages 12-21, living in Proviso Township (Districts 209 and 89), many of whom have experienced trauma and are at high risk of out-of-home placement. Youth are referred to the program through a variety of sources including the juvenile justice system, schools, and other community partners. The goals of High Intensity are to: 1) Empower youth to cope with trauma and mental/behavioral health issues as well as family, peer, school and neighborhood problems and 2) Empower parents with the skills and resources needed to address the difficulties that arise in raising teenagers. The program utilizes a multi-systemic approach, and includes: trauma informed cognitive behavioral therapy (individual, family, and group treatment) as well as case management, collaborative services, and referrals to PBH physicians for psychiatric treatment. Services are delivered at one of two PBH locations (Centro de Salud Familiar in Melrose Park or the Westchester campus). Services are also provided in the client's home, at school, in the courts and in other community settings. Based on community demand, PBH has recently added two supplemental programs—Strengthening Families and Diamond in the Rough. Strengthening Families is an evidence-based, multi-family group program that promotes healthy communication, effective parenting skills, and family cohesion. Diamond in the Rough is a 10-week therapeutic program for youth in need of continued stabilization and support over the summer. Program staff are culturally competent and programs are tailored for the Latino and African American communities. Key staff members are bi-lingual, allowing them the flexibility to provide services in English and Spanish.

Staffing

Name	Title	FTE on Program	Program Role
Sue Warwik, MSW, LSW, Type 73	Director of Community Mental Health	.2 FTE	Oversees the program and supervises the Program Manager
Melinda Vazquez, MSW	Program Manager (Bi-lingual)	1 FTE	Manages daily operations of the program, supervises clinicians, and provides direct program services
Silvia Diaz, MSW	Bi-lingual Clinician	1 FTE	Provides all direct services, including sub-programs
Jamie Dobkowski, MSW	Clinician	1 FTE	Provides all direct services, including sub-programs
Sonya Arambula, MSW	Bi-lingual Clinician	1 FTE	Provides all direct services, including sub-programs



**Section E: Description of Problem (Page limit: 2 page maximum)**

PBH is headquartered in Proviso Township, and services take place within this geographic area. Located just west of the City of Chicago, Proviso Township villages include, but are not limited to, Bellwood, Broadview, Hillside, Forest Park, Melrose Park, Maywood, and Westchester (see attached map). With the exception of Melrose Park, these villages are all bisected by Interstate 290, dubbed "Heroin Highway," because of its key role in the Chicagoland drug trade. Gang activity associated with the drug trade is a significant problem in these communities, and one that disproportionately affects working class and working poor youth and families of color. In their 2010 report, "Strength in Unity: Mapping Community Needs and Priorities in Proviso Township," the Community Alliance identified 9 gangs operating in Melrose Park alone.

The presence of gangs likely contributes to much of the violence in these communities. According to the Uniform Crime Reports, in 2013, there were 11 homicides and 197 incidents of aggravated battery/assault in Maywood, Bellwood, and Melrose Park alone. Violent incidents have also occurred at Proviso Township schools. In 2013, fighting erupted at Proviso West High School, leading to the arrest of 18 students. During this time, PBH staff were working with a number of Proviso West students who and suffered from anxiety and panic attacks due to the fear of attending a school where physical fights, gang violence, bullying, and substance use occurred. In general, exposure to this environment places youth at risk for conforming to it and mimicking what they see—particularly if they are already struggling with mental health issues, trauma, or problems at home. Traumatized youth are also more likely to use drugs, run away, or engage in prostitution—all of which place them at risk for re-traumatization.

**Section F: Description of Target Population (Page limit: 2 page maximum)**

Geographic and Demographic Description of Population: Located in Proviso Township (see attached map), this program serves mainly Latino and African American youth, ages 12-21, and their families. According to City-Data, Proviso Township is approximately 43% White, 36% Black, 2% Asian, and 17% Latino. However, our program demographics do not perfectly mirror those of the surrounding community; the demographic breakdown of High Intensity Program participants is approximately 50% Latino, 43% African American, 5% Caucasian, and 2% Asian. Clients are mostly from Melrose Park, Maywood, Bellwood, and Westchester, and the ethnic composition of these villages differs greatly. For instance, Spanish-speaking clients are mainly from Melrose Park while Maywood has a large African American population. All interventions are provided by culturally competent staff who are able to work successfully in the African American and Latino communities. Spanish-language interventions are offered mainly at the Melrose Park location (Centro de Salud Familiar) while English-language interventions are offered in Westchester. Services are also provided in homes, schools, and other community locations.

Risk Factors for Violence: High poverty rates and low educational attainment are significant problems in Proviso Township. Proviso East High School (Maywood) and Proviso West High School (Hillside) have the low 4-year graduation rates at 58% and 70% respectively. This is troubling as youth who are disengaged from school are at a greater risk for violence. Many program participants are referred by the courts or law enforcement and are already involved in violent behavior. All experience one or more CDC-identified risk factors for violence including: disengagement from school, substance use/abuse, conflict at home, low parental involvement, high emotional stress, poor behavioral control, and physical, sexual, or emotional

abuse. Many are traumatized by these experiences. Trauma has been linked to self-harm and aggression towards others, but it has also been linked to a whole host of other issues including depression, anxiety, and other mental health issues, as well as addiction. Furthermore, trauma is linked to running away and prostitution, both of which increase the likelihood of re-victimization. At the same time, youth and families all have assets and protective factors as well—e.g. a positive relationship with a parent or other adult, a high IQ, involvement in extracurricular activities or participation in a religious community. Program staff seek to help participants identify and build upon these strengths, and create new ones.

Previous Experience Serving Population: PBH has worked with the above described populations for several decades, and has been providing the Strengthening Families Intervention for roughly 30 years. Our experience has shown us that when willing youth and families are paired with dedicated, culturally competent staff, using evidence-based protocols and a strength-based perspective, it is possible for people to change their lives.

Engagement: Because of its long history in the community (running continuously for 44 years), PBH staff are able to engage with the community. In fact, the Strengthening Families sub-program was initially only for younger children, but it was expanded to include teens when many Latino parents requested it, citing a lack of services and support available for Spanish speaking families in the community and high schools. PBH always strives to be responsive to client and family feedback and adjusts programming accordingly. Moreover, our organization believes in the value of self-determination and dignity. We help clients set reachable goals and use motivational, solutions focused, and strengths based approaches. We also strive to make it easier for families to be involved by bringing services into the home and providing food and childcare for the groups that take place in PBH or community locations.

## **Section G: Proposed Program & Implementation Schedule (Page limit: 5 page maximum)**

### Detailed Program Description

The long-term goal of the High Intensity program is to reduce violence by strengthening families and empowering youth to cope with trauma as well as peer, school, mental health, and neighborhood problems through counseling, case management, and a variety of evidence-based interventions. The innovation of this program is bringing all these services together under one comprehensive continuum of care.

PBH receives referrals for the High Intensity program from courts, police departments, schools, community orgs, and internal sources. Referrals are accepted all year round, and the program census is typically around 30 youth and families.

Once referred, potential clients undergo an assessment to help create a personalized treatment plan. Staff work with youth to mutually decide upon reachable goals and then services and interventions are set up to help the client achieve those goals. The High Intensity program uses a multi-systemic, trauma-informed approach and a strengths based, solution-focused perspective to implement these interventions. Some interventions target the youth and some bring in the parents/family system as well.

Youth-focused interventions include cognitive-behavioral therapy (individual and group) that takes place both in the community and at our agency locations. Youth also receive case management, and High Intensity staff refer youth to external agencies or other PBH programs for additional services such as counseling for substance abuse. Staff also communicate regularly with the staff of other service providers- e.g. SASS workers, probations officers, foster care entities, and PBH clinician and physicians- to ensure coordinated, comprehensive care. These services help youth reduce their emotional and behavioral dysregulation, delinquency, and

alcohol and drug abuse, while improving their family relationships, social competencies, peer-resistance, school performance, resiliency and coping skills.

Grounded in family systems theory, we understand the important role that family plays in the lives of our participants. Many youth in the High Intensity Program are in danger of out-of-home placement and this program works to help keep families intact. Family members are brought into the High Intensity program through family therapy and parenting sessions. The goal of family therapy is to improve communication, solve family problems, and create a better functioning home environment. The parenting sessions review appropriate developmental expectations and teach parents to interact positively with youth- e.g. showing enthusiasm and offering attention for good behavior and letting the child take the lead in play activities. They also promote positive family communication through active listening and reduced criticism and sarcasm, and teach effective and consistent discipline practices. Families with children who have behavior disorders and have also been impacted by trauma are enrolled in STRONG Families, an evidence-based intervention developed by UIC that utilizes psycho-educational multiple family groups, concurrent parent and child groups, and family therapy sessions. STRONG Families uses a strength-based approach and was designed specifically for families living in urban neighborhoods with high violence rates. UIC staff members trained PBH staff members on how to implement this intervention and remain involved in program evaluation.

If clients and families are in need of extra support, they are referred to one or both supplemental programs: Strengthening Families and the Summer Therapeutic Program. The Strengthening Families Program (SFP) consists of fourteen 3-hour group sessions preceded by a meal. SFP includes individual sessions for youth, individual sessions for parents, and family practice sessions that allow parents and children to begin using their new skills in a safe

environment. We offer two tracks of the SFP- one for the Latino community and one for the English-speaking community (mainly African American, with some Caucasian clients as well). Spanish language SFP is offered at Centro in Melrose and English-language at Westchester. Some youth need additional support and structure over the summer months in order to maintain their progress. These clients are referred to the new supplemental program, Diamond in the Rough. Diamond in the Rough is a 10-week summer therapeutic program that takes place at the Melrose Park location. The program is run in English, but bi-lingual/bi-cultural staff are on hand to be inclusive of all and ensure proper communication with parents and guardians. Children and teens develop the skills to manage a variety of challenges and stressors, build relationships, and learn about healthy lifestyle choices in a safe and fun environment. A variety of therapeutic concepts are used including: expressive therapies- e.g. music, art, and journaling; social skill building through interactive activities/play; wellness education- e.g. body movement, exercise, and nutrition classes.

Implementation Schedule

As stated above, the typical census is about 30 youth and families. Due to program graduation and attrition, we typically enroll around 100 youth in a given calendar year.

<b>Activity/Category: e.g. Outreach/Marketing, Referral, and Intake</b>			
<b>Sub-Activity</b>	<b>PBH Staff Involved</b>	<b>Timeframe for Completion</b>	<b>Number Served</b>
Process Referrals	Program Manger	Ongoing	150
Administer assessments	Program Manager and Clinicians	Ongoing	150
Enroll youth	Program Manager	Ongoing	100-120
Create treatment plans	Program Manager (has her own clients) and Clinicians	Ongoing	100-120
Assign youth and families to Strong Families (UIC)	Program Manager	Ongoing	30 families
Assign youth and families to Strengthening Families Subprogram (Spanish)	Program Manager with approval from Centro staff	Ongoing	16 families

Assign youth and families to Strengthening Families (English)	Program Manager	Ongoing	6 families
Assign youth to Summer Program	Program Manager	Ongoing	30 youth

**Activity/Category: Offer Interventions from 10/01/15 – 9/30/16**

Sub-Activity	PBH Staff Involved	Timeframe for Completion	Number Served
Conduct Individual, Family and Group Therapy. Mix and frequency depend on youth and family need.	Program Manager and Clinicians	1-3 times a week	100-120
Provide Case Management	Program Manager and Clinicians	Weekly, if needed	100-120
Conduct Strong Families (part of core program)	Program Manager and Clinicians	2 times a week (1 family session, 1 individual session)	30 families
Offer Strengthening Families (sub-program)	Program Manager and Clinicians	Fall of 2015 (14 weeks) and Spring of 2016 (14 weeks)	Up to 6 families
Offer Strengthening Families Sub-Program in Spanish	Centro Staff with oversight from Program Director	Fall 2015 (14 weeks) and Spring of 2016 (14 weeks)	Up to 16 families
Offer Summer Program (sub-program)	Program Manager and Clinicians	Summer of 2016 (10 weeks)	Up to 30 youth

**Activity/Category: Evaluate Youth and Family Progress**

Sub-Activity	PBH Staff Involved	Timeframe for Completion	Number Served
Administer weekly assessment tool	Program Manager and Clinicians	Weekly	100-120 youth and families
Administer Pre – and post tests for the Strong Families intervention	Program Manager and Clinicians	Quarterly	30 families
Administer Pre – and post tests for the Strengthening Families Sessions	Program Manager and Clinicians	Twice a year- fall and spring	22 families (English and Spanish programs)
Administer Pre and Post-	Program Manager and	Summer 2016	10 youth

Test for Summer Program	Clinicians		
Compile scores to conduct program evaluation	Program Manager, and finalized by Director	Annually	100-120 youth and families

Current Request and Sustainability

During this time of cutbacks to the State budget, PBH must stretch every dollar to continue providing much-needed services to the most vulnerable members of our communities. At the same time, we have just expanded this program due to community demand. Grant-funding would help PBH to sustain the newly expanded program during a difficult year while continuing to look for additional funding sources. PBH makes every effort to decrease reliance in philanthropy whenever possible. For instance, we can bill public and private insurance for some of the services provided under the High Intensity program. Medicaid will pay for individual, group, and family therapy, as well as case management (both in or out of the home). However, private insurance will only pay for individual therapy and case management at PBH sites (not in-home). They will not pay for family or group therapy at all. Additionally, a significant minority of our clients are completely uninsured—many are undocumented. For families with undocumented members, this kind of programming fills a crucial service gap. Unfortunately, two sub-programs (Strengthening Families and Diamond in the Rough) are considered preventive services, and no insurance plans will cover them. These subprograms are crucial elements of the innovative continuum of care we provide through High Intensity and help prevent costly hospitalizations and incarcerations. Families cannot pay for these out of pocket. We have instituted a sliding-scale fee to offset the cost of providing services, but we could not possibly charge families what it actually costs to provide the program.

**Special Consideration: We are seeking special consideration due to the involvement of UIC in evaluating the Strong Families intervention.**

## Section H: Expected Outcomes (Page limit: 2 page maximum)

- The High Intensity Program can accommodate approximately 30 families at any given time. Our goal is to recruit 100 - 120 families during the 2016 calendar year, and to retain or graduate 85% of them. All families receive the core services- e.g. various forms of therapy. Many youth also need case management. Strong Families is also offered as part of the core program. It is an evidence-based intervention that we conduct with the help of UIC for select families that have experienced trauma. UIC helps with evaluation for this. Overall, we track the progress of all families on a weekly basis using a validated a reactions, emotions and behaviors assessment tool. The main outcome goal for the High Intensity program is to obtain a 70% difference in youth and family process of change by the end of program participation (6 months to a year, typically). If families are in other interventions, there are additional evaluations.
  - The sub-program, Strengthening Families, also has its own evaluation. Pre and post-test (Family Relationship Scale) will be provided to all program participants. It is estimated that the following measurable objectives will be achieved as a result of the program:
    - Parents will increase their progress on the parenting scale by 20% as a result of the program.
    - The overall family strength/resilience will increase by 20% as a result of the program.
    - Parent observations of appropriate activities by children will improve by 20% as a result of the program.
  - The Diamond in the Rough sub-program was piloted last summer with great success on its evaluation. Outcomes were measured by administering the Columbia/Ohio assessment tool. On average, problem scales on the assessment decreased by 20% and functioning scales increased by 25%. We project the same results for future programming.
-

## **Section I: Planning & Preparation Activities (Page limit: 2 page maximum)**

In July 2014, Presence Behavioral Health – ProCare (PBH) high intensity staff underwent trauma informed training with UIC-Urban Youth Trauma (UYTC) Center. During this training, PBH high intensity staff were taught how to implement and evaluate Strong Families, an evidenced based intervention model for children with co-occurring behavioral disorders and trauma. PBH began offering this intervention to identified families within the High Intensity program in January 2015. UYTC continues to provide monthly “train the trainer” and “implementer” consultations with our staff to discuss the progression of the trauma inform intervention. During these consultation staff are able to consult regarding protocols and methods, obtain professional feedback, and continue their professional development. The UYTC will continue this work during the grant period, overseeing the progression and effectiveness of the Strong Families. In addition, PBH plans on training our organization clinicians overall in trauma informed care in the winter of 2015.

Apart from the monthly consultations with the UYTC; PBH high intensity supervisor meets with and obtains supervision from the Director of Mental Health Community Services to discuss program operations- e.g. census, client progress. She also consults with other PBH Outpatient program supervisors and managers- e.g. the manager at Centro de Salud to ensure that the Spanish-language Strengthening Families program is running smoothly. The High Intensity supervisor also meets with staff on a weekly basis for supervision and consultation on a daily basis and as needed. During these activities staff reviews case files, documentation, intervention strategies, evaluations/assessments, treatment goals, and progression. High Intensity staff, have yearly opportunities to attend continued educational seminars and trainings. Some example trainings clinicians have attended include the following: “Self-Injury”, “Neurodevelopmental

---

Disorder Associated with Prenatal Alcohol Exposure”, “Mock Trial-Child Sexual Abuse”,  
“Commercial Sexual Exploitation of Children (CSEC), and Co-occurring disorders in youth.

The Director of Mental Health Community Services attends Board meetings such as with the Commission of Mental Health in Proviso Township and Oak Park/River Forest Townships. High Intensity Supervisor attends meeting with collaborative such as school representatives and the department of Justice probation officers. On a needs basis, PBH staff attends consultation meeting directly with collaborative partners involved in shared cases, attend court if needed and other appointments with clients for support and assistance; and met with schools representative such as school social workers to discuss education, emotional, and behavioral concerns and needs.

**Section L: Qualifications of the Proposer (Page limit: 3 page maximum)**

History of PBH

Presence Behavioral Health (PBH) is a provider of comprehensive behavioral health care with over 40 years of experience serving the communities of urban and suburban Chicago, Illinois. Established in 1971 as Proviso Family Services, PBH was one of the original Mental Health Centers founded in accordance with the Community Mental Health Centers Act of 1964. Through this legislative act, mental health services traditionally provided in the context of mental hospitals or similar institutions were transferred to the purview of local communities in efforts to reintegrate persons with behavioral health disorders into their communities of origin. Within a decade of opening, PBH expanded its services to include the treatment of substance use disorders. By the early 1980s, community crisis intervention services were added to the scope of services. The 1990s saw the agency expand into mental health residential care along with Head Start educational day care services and the opening of a Child Advocacy Center.

In 2000, PBH, known still as Proviso Family Services, was acquired by the Resurrection Health Care Corporation, a system of community hospitals and ambulatory care centers operated under Catholic sponsorship. In 2011, Resurrection Health Care Corporation merged with Provena Health to form Presence Health, the parent company of Presence Behavioral Health. This has allowed PBH to expand its reach into hospital emergency rooms and outpatient clinics in an effort to integrate a community mental health mindset into the prevailing medical model found in hospital settings.

PBH now has 200 employees, 168 of whom are full time employees who work together to provide a variety of mental health services throughout the entire Chicagoland area. These services include clinical assessments, outpatient therapy, domestic violence classes, anger

---

management classes, outpatient psychiatric services, intensive outpatient substance abuse services funded by DASA, and residential services in concert with intensive transitional case management services.

### Relevant Projects

*Cook County Mental Health Court; Funder: Cook County; Dollar Value of Contract: \$120,000; Contact Person at Funding Agency: Judge Lawrence P. Fox; Address: 2650 South California Ave. Room 5A26; Telephone Number: (312) 603-6000; E-mail Address: [Lawrence.Fox@cookcountyil.gov](mailto:Lawrence.Fox@cookcountyil.gov).* Based on the success of Jail Data Link, PBH was asked to expand into mental health court programming in Chicago's near western suburbs in 2008 (Branch 2). The mental health court offers detainees the option of accepting a 24-month probation sentence with attendant mental health services, or the option of continuing with the traditional court process, which may result in a stricter sentence including the possibility of continued incarceration. In 2010, PBH was asked to expand into the near northwest suburbs for additional work in the mental health treatment courts (Branch 2). Over the past seven years PBH has provided identification and outreach services, care management services, intensive transitional case management service, and direct patient care to criminal defendants accepted into mental health court.

*Misdemeanor Deferred Prosecution Program; Funder: Chicago Community Trust; Dollar Value of Contract: \$80,000; Contact Person at Funding Agency: Sandy Phelps, Grant Manager; Address: 225 North Michigan Avenue, Suite 2200, Chicago, IL 6060; Telephone Number: (312) 616-8000 x112; E-mail Address: [Sandy@cct.org](mailto:Sandy@cct.org).* Operating in four Cook County Court branches, the Misdemeanor Deferred Prosecution Program (MDPP) is a program established to identify misdemeanor offenders who may have serious mental health and/or drug

addiction issues (a program expanding throughout Cook County in 2015). The goal of the program is to assess an individual's level of criminal and health risk by completing a comprehensive mental health evaluation. After the assessment criminal defendants are exposed and recommended to engage in available community treatment and services, which theoretically heightens the likelihood of treatment engagement and lessen the likelihood of recidivism. After completing the mandatory evaluation, the defendant is able to return to court where the charges are dismissed (all cases are expungable after a determination has been entered by the court). By exposing defendants to available community resources and keeping their records clean, defendants are put in a better position to find employment and avoid future participation in the criminal justice system.

*Police Crisis Social Worker, Proviso Township Mental Health Commission; Dollar Value of Contract: \$205 per crisis assessment with a yearly limit; Contact Person at Funding Agency: Jesse Rojas; Address: 4565 W. Harrison Street, 3rd Floor Hillside, Illinois 60162; Telephone Number: (708) 449-5508; E-mail Address: jrojas@ptmhc.org*

Located in Cook County, Proviso Township is home to fourteen villages, each with its own character. The villages include: Bellwood, Broadview, Berkeley, Brookfield, Forest Park, Hillside, LaGrange Park, Maywood, Melrose Park, North Riverside, Northlake, Stone Park, Western Springs and Westchester. Having a number of treatment facilities situated in Proviso Township, PBH has partnered with the Proviso Township Mental Health Commission to provide police social workers. Police social workers are mental health clinicians who are trained to respond to psychiatric and substance abuse issues while working out of local police departments. Clients are able to call a 24-hour help line to reach a police social worker, who will go out into the community and intervene in the least restrictive way possible.

**Section M: Key Personnel (Page limit: as many pages as needed)**

Program Director: Sue Warwik, MSW, LSW, Type 73, Director of Community Mental Health Services. Ms. Warwik received her MSW from UIC's Jane Addams School of Social Work in 1999 and has been working for PBH ever since. She began as a mental health therapist, and was promoted to Manager of Central Access in 2002, and then to her current position in 2014. Her areas of expertise include diversity management, performance improvement, team building, and strategic planning. Ms. Warwik supervises the Program Manager and provides oversight and strategic direction for the High Intensity program.

Program Manager: Melinda Vazquez, MSW, Supervisor of High Intensity Adolescent Services. Mr. Valazquez received her MSW from UIC's Jane Addams School of Social Work in 2011 and has been working in social work settings for over five years. She has worked with domestic violence survivors and at-risk youth. She has received extensive training on childhood abuse and trauma, including classes that examine such issues through the Latino cultural lens. Ms. Vazquez is fluent in both English and Spanish. She manages the day-to-day operations of the High Intensity program and also supervises the clinicians providing direct service. Ms. Vazquez also provides direct service when needed.

Behavioral Health Clinician: Silvia Diaz, MSW. Ms. Diaz received her MSW from Dominican University in 2014 and has been working with PBH since 2013—first as an intern and now as a regular clinician. During her time at Dominican University, Ms. Diaz co-authored research focused on Taller de Jose and assisted with research on gang violence. Ms. Diaz is fluent in both English and Spanish and provides High Intensity program services in both languages.

---

Behavioral Health Clinician: Sonya Arambula, MSW. Ms. Arambula received her MSW from Loyola University in 2014. Her specialization was in Mental Health with a concentration in Child and Family Services. She has been working in diverse nonprofit settings since 2009, with experiences ranging from adult education to volunteer coordination to social work. She has been with PBH since 2014. Ms. Arambula is fluent in both English and Spanish and provides High Intensity services in both languages.

Behavioral Health Clinician: Jamie Dobkowski, MSW, LSW. Ms. Dobkowski received his MSW from Loyola University in 2014, and has been working with children and youth in a variety of capacities for the past five years. He came to PBH as an intern and now works as a regular clinician in the High Intensity program.



URBAN YOUTH TRAUMA CENTER  
INSTITUTE FOR JUVENILE RESEARCH  
UNIVERSITY OF ILLINOIS  
AT CHICAGO

1747 West Roosevelt Road  
Chicago, Illinois 60608

Co-Directors  
Liza Suarez, PhD &  
Jaleel Abdul-Adil, PhD

Ms. Shannon E Andrews  
Chief Procurement Officer  
Cook County Government  
Office of the Chief Procurement Officer  
118 N Clark Street, Room 1018 Chicago, IL 60602

April 24, 2015

Dear Ms. Andrews,

We are excited to learn that Presence Behavioral Health is applying for a grant that will allow the High Intensity Program staff to continue with the implementation of STRONG Families, which is an evidence-based integrated treatment intervention for youth with traumatic stress and co-occurring disruptive behavior problems stemming from violence exposure. Since July 2014, the High Intensity Program staff has worked with the Urban Youth Trauma Center (UYTC) to implement treatment approaches that can help youth and families that are affected by trauma and violence, as well as disruptive behavior and/or substance use.

An end of the fiscal year review of client outcomes revealed that many of the families that have participated in treatment using UYTC protocols have made significant progress, including decreases in post-traumatic stress symptoms and improvements in overall functioning within the family context. UYTC remains involved with the High Intensity Program at Presence Behavioral Health to ensure that the evidence-based models being used are implemented with fidelity and achieving the intended results.

The staff at Presence Behavioral Health has been asked to complete weekly assessments with clients in addition to treatment batteries assessing trauma and violence exposure and parental functioning. We will continue to review evaluation materials on a quarterly basis. In addition, we will continue to provide monthly consultations to assist with ongoing case conceptualization and treatment planning. The Urban Youth Trauma Center is eager to continue and expand its collaborative relationship with Presence Behavioral Health working towards our shared goals.

Kind Regards,

Jaleel K. Abdul-Adil, Ph.D.  
Co-Director of the Urban Youth Trauma Center (UYTC)  
Associate Professor of Clinical Psychology in Psychiatry  
University of Illinois at Chicago  
Institute for Juvenile Research (MC 747)  
Department of Psychiatry  
1747 W. Roosevelt Road, 2<sup>nd</sup> floor  
Chicago, IL 60608

Liza Suarez  
Co-Director, Urban Youth Trauma Center (UYTC)  
Assistant Professor  
Institute for Juvenile Research,  
University of Illinois at Chicago  
Department of Psychiatry (MC 747)  
1747 W. Roosevelt Rd., 1<sup>st</sup> floor  
Chicago, IL 60608

**UIC**

## **Success Story:**

### Demographics and history of presenting problem:

Client is an 11 y/o female of Guatemalan decent and is bilingual. Client was referred by a school social worker. Client presented with her mother, 2 brothers, and grandmother for family therapy in July 2014. Client is developmentally delayed and demonstrates regressive behavior. Client's mother presented concerns that the client refuses visitation with her biological father on the weekends due to his drinking and verbal aggression; per report. Clients' mother disclosed a history of domestic violence with client's father that lasted for three years. Clients' mother has since divorced the father. Client along with her siblings witnessed the domestic violence. Client's developmental delays were noted when client entered pre-school at age 4. Client requires speech therapy and has difficulty retaining and expressing information. Client struggles to read and write. Mother reported that client shared with her a dream she had about dad touching her. Symptoms reported were sadness, suicidal ideation without plan or intent, isolation, frustration, and anxiety. After a week or two, client talked about the same dream to clinician and that is when clinician decided to report it to DCFS. The case was closed due to unsubstantial evidence. On January 26, 2015 clinician contacted DCFS to make a report regarding information that was reported during the last family therapy session on January 22, 2015. The report was about client presenting new behaviors that can be related to the possibility of sexual abuse. Client touched an inappropriate part of mom's boyfriend and oldest brother once without any intention. DCFS took the case in a different direction, therefore the case was unfounded. Client is in need of mental health services to reduce the need for higher level of care such as hospitalization. This clinician recommends that client receive individual therapy to provide the client with trauma informed care treatment and obtain healthy coping skills. In order to improve on enhancing communication and relationship with his family; the family is involved in strengthening families program to improve the family dynamic and continue individual treatment, case management, and community support. Client's mother and other household member are also benefiting from psycho-education regarding appropriate parenting skills to help manage client's symptoms; along with improving communication and support.

### Progress since receiving Strengthening Families treatment and other wrap around services:

Since beginning treatment and since beginning the Strengthening families program, client and her family have demonstrated improvement, increased knowledge and understanding, and increased participation, open communication, and family weekly monitoring "homework" completion. 12 sessions have been completed and the family is demonstrating improvement with ability to communicate, participation in treatment, and are beginning to verbalize more frequently; per weekly family report. The family is obtaining advocacy, information, and support which new arising concerns. In regards to clients' individual progress; client is demonstrating consistent improvement. Client is beginning to "deal" with her trauma and actively seeks support and participates in treatment activities.

Strong Families protocol has helped the client to have more confidence in expressing her thoughts and feelings since client's mom is allowing her and her siblings to express their feelings and ideas. Clients' mother is doing better and is demonstrating improvement with her parenting and communications styles; less aggressive and more directive and supportive. Client's siblings are more collaborative and are making more effort to understand all the external issues. Mom's boyfriend is making progression on allowing client's mom to explain instead of guessing.

The client will transition to weekly individual therapy and monthly family therapy sessions once stable enough. This will be identified when the client enhances her coping skills and will be implementing them in her daily life as well as demonstrates an increase in communication skills with her loved ones.

*Primary clinician: Sonya Arambula, MSW*

**In Summary:** The Comprehensive Strengthening Families Program has completed two cycles of the (CSFP) programming in providing clinical services to families that are in need of more intensive wrap around services. The program helped children and adolescents understand their emotions and learn healthy alternatives to expressing them. Psycho-education for them and their parents in order to create healthy communication and support with one another as well as focusing on the strengths the families already have and to continue to build off of.

Program goals and outcomes were measured by providing pre and post self-evaluations to the families and logging weekly reaction reports from the families along with facilitator's direct feedback and observation. The outcomes from the pre and post reviews indicated that the program did enhance family relationships and a better understanding for one another within their family. The families post evaluations report showed the families improved in their knowledge regarding discipline and communication. The weekly reaction and progression report showed improvement at 67% as result of participating in the Strengthening Family Program.

The family members reported they will continue to work on the skills they have learned and apply them daily within in their family system. The families will continue to receive case management services in order to continue to receive resources needed and on-going support. The next cycle will begin in the fall of 2015 as well as a summer therapeutic program will be provided for 10-12 weeks to the families within the summer months to continue care and services needed (additional wrap around services needed when there is less structure in the summer months as there is no school).

**Section N: Sub-contracting or Teaming (2 pages max)**

N/A

EXHIBIT 2  
Schedule of Compensation





# Appendix 1-Pricing Proposal Form

	Price	Unit	# units	Org #			Org #1	Org #2	Org #3	TOTAL
				1	2	3				
<b>OTHER DIRECT COSTS</b>	\$1,360.00									
	\$1,360.00									
Item				1	2	3				
<b>TOTAL OTHER DIRECT COSTS</b>							\$0	\$0	\$0	\$0
<b>TOTAL DIRECT COSTS</b>							\$10,275	\$0	\$0	\$10,275
<b>INDIRECT COST</b>										
<b>Indirect Cost Rate</b>										
Organization #1							\$0			\$0
Organization #2								\$0		\$0
Organization #3									\$0	\$0
<b>TOTAL INDIRECT COST RATE</b>								\$0	\$0	\$0
<b>GRAND TOTAL</b>							\$10,275	\$0	\$0	\$10,275
<b>REQUESTED FUNDS</b>							\$10,000			\$10,000
<b>LEVERAGED OR MATCHED FUNDS</b>							\$0			\$0

**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.

The employee that we will be covering in this grant was recently hired in January of 2015 (Jamie Dobkowski, MSW) We hired her as we saw the volume and the need for more of the High Intensive programming services within the Proviso Township area. This was evident as we began to get more referrals for youth at risk working with TASC, probation officers, the juvenile courts, local police and local school districts and the Child Advocacy Center that deals with sexually abuse cases. We are solely only covering one full time employee and her benefits in order to continue to manage the volume of referrals we are receiving for this program as with this specialty type of work the staff caseloads are a maximum of 25 to 30 cases.

---

---

---

**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.

We are not requesting for any contract/consulting funds. We will continue to work closely with UIC and their Urban Youth Trauma Informed Care team as they consult with us on the various cases we work with as well as they review and evaluate the data we collect in regards to the weekly Reaction Emotion Behaviors Assessment (REB)tool . UIC provided our team with training to utilize Trauma Informed Care services utilizing the " Strong Families Model".

---

---

---

**Equipment**

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

We are not requesting for funds to support equipment. We will use existing equipment such as a lap top for the employee, a desk , and chairs. This employee often times is out in the field providing services within the community.

---

**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.

We are not requesting supplies as we will use existing supplies.

---

---

---

---

**Printing**

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

N/A

---

---

---

---

**Other Direct Costs**

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

N/A

---

---

---

---

**Indirect Costs**

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

The other in-direct costs would be staff mileage as they provide most services within the Proviso Township area which includes 14 towns. Other costs may include continuum of care services provided that have been exhausted by the clients funder which are needed or may not approved with authorization to provide such services (examples are: limited crisis and case-managment services, limited individual , group and family therapy).

---

---

---

---

**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.

Our organization will continue to bill client's funders to pay for the treatment in order support the staffing needed to provide the services. We will also seek out other grant opportunities if need be to continue to support such specialized treatment. We are in the hopes with Affordable Care ACT (ACA)that all clients will have coverage and services will be supported in their coverage as everyone now is required to be have healthcare coverage.

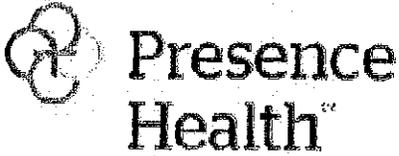
---

---

---

EXHIBIT 3

Evidence of Insurance



**EVIDENCE OF SELF-INSURANCE**

**INSURED:** Presence RHC Corporation  
Presence Behavioral Health  
1820 South 25th Avenue  
Broadview, IL 60155

**Issue Date:** April 1, 2015

Coverage: Presence Health self-insures the following:

Type of Coverage	Coverage Effective Date	Coverage Expiration Date	Limits
Health Care Professional Liability	04/01/15	04/01/16	At Least \$5,000,000 per Occurrence
Comprehensive General Liability	04/01/15	04/01/16	At Least \$2,000,000 per Occurrence
Automobile Liability	04/01/15	04/01/16	At Least \$1,000,000 per Occurrence

**Description of Coverage:** Coverage expires on 04/01/16. RENEWAL IS NOT AUTOMATIC. Coverage is afforded to any and all other Presence Behavioral Health satellite office locations.

**Additional Insured:** Cook County, its employees and officials, on a primary and non-contributory basis

EVIDENCE OF SELF INSURANCE ISSUED TO:  
Office of the Chief Procurement Officer  
118 North Clark Street, Room 10108  
Chicago IL 60602

**AUTHORIZED REPRESENTATIVE**

Michael E. McConnell, Esq.  
Vice President  
Insurance & Claims Management

EXHIBIT 4

Identification of Subcontractor/Supplier/SubConsultant Form

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

<b>OCPO ONLY:</b>	
<input type="radio"/> Disqualification	
<input type="radio"/> Check Complete	

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

Bid/RFP/RFQ No.: 1553-14589	Date: 10/21/15
Total Bid or Proposal Amount: \$40,000	Contract Title: Violence Prevention, Intervention, and Reduction Demonstration Grants
Contractor: Presence Behavioral Health	Subcontractor/Supplier/Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Sue Warwik	Authorized Contact for Subcontractor/Supplier/Subconsultant: N/A
Email Address (Contractor): swarwik@presencehealth.org	Email Address (Subcontractor): N/A
Company Address (Contractor): 1520 S 25th Ave.	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): Broadview, IL 60155	City, State and Zip (Subcontractor): N/A
Telephone and Fax (Contractor): (T) 708.338.3806 (F) 708.681.1289	Telephone and Fax (Subcontractor): N/A
Estimated Start and Completion Dates (Contractor): 10/01/15 - 09/30/16	Estimated Start and Completion Dates (Subcontractor): N/A

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies

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 Presence Behavioral Health

Name Sue Ellen Schumacher

Title Project Manager, Government Grants

Prime Contractor Signature

Date

*[Handwritten Signature]* 10/24/15

ISF-1



State of IL  
County of Cook  
21<sup>st</sup> day of October, 2015

8/2015

EXHIBIT 5  
Board Authorization



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details

---

<b>File #:</b>	15-5122	<b>Version:</b>	1	<b>Name:</b>	Violence Prevention, Intervention, & Reduction Services
<b>Type:</b>	Contract	<b>Status:</b>		<b>Status:</b>	Approved
<b>File created:</b>	8/25/2015	<b>In control:</b>		<b>In control:</b>	Board of Commissioners
<b>On agenda:</b>	10/7/2015	<b>Final action:</b>		<b>Final action:</b>	10/7/2015
<b>Title:</b>	PROPOSED CONTRACT				

Department(s): Cook County Justice Advisory Council

**Vendor:**

- 1) Presence Behavioral Health, Chicago, Illinois
- 2) North Lawndale College Prep, Chicago, Illinois
- 3) Lawndale Christian Legal Center, Chicago, Illinois
- 4) Inspiration Corporation, Chicago, Illinois
- 5) Respond Now, Chicago, Illinois
- 6) Children's Research Triangle, Chicago, Illinois
- 7) Center for Advancing Domestic Peace, Chicago, Illinois
- 8) Center for Conflict Resolution, Chicago, Illinois

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

Good(s) or Service(s): Violence Prevention, Intervention, & Reduction Services

Contract Value: \$40,000.00 per vendor

Contract period: 11/1/2015 - 10/31/2016

Potential Fiscal Year Budget Impact: FY 2015 \$160,000.00, FY 2016 \$160,000.00

Accounts: 499-298

**Contract Number(s):**

- 1) Presence Behavioral Health, 1553-14559A
- 2) North Lawndale College Prep, 1553-14559B
- 3) Lawndale Christian Legal Center, 1553-14559C
- 4) Inspiration Corporation, 1553-14559D
- 5) Respond Now, 1553-14559E
- 6) Children's Research Triangle, 1553-14559F
- 7) Center for Advancing Domestic Peace, 1553-14559G
- 8) Center for Conflict Resolution, 1553-14559H

**Concurrences:**

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

The Chief Procurement Officer concurs.

Summary: The Chief Procurement Officer issued a Request for Proposals (RFP) in accordance with the Cook County Procurement Code. The above vendors are recommended for award based on the established evaluation criteria, which include qualifications, experience, and proposed program.

These contracts are the second set of the JAC's annual Violence Prevention, Intervention, and

Reduction Grant Awards. Additional awards in the amount of \$10,000 (8) are concurrently being submitted to the Board.

Presence Behavioral Health: This program will serve youth 12 - 21 who are at risk of violence involvement and their families, in Proviso Township. The "High Intensity Program" provides mental health counseling, therapy, case management and an array of trauma informed evidence-based services to youth and their families to address underlying issues and risk factors for violence. Overall the program will serve 100 to 120 youth and up to 30 families.

North Lawndale College Prep: This grant will fund the continuation of the Peace Warriors initiative, a student driven violence prevention and alternative disciplinary program within the school, and the larger community. The program consists of "Peace Warriors" which are students trained in "Kingsian" non-violence. The warriors act as ambassadors throughout the school. They also help run peer juries and peace circles, provide trainings to elementary schools in antiviolenace strategies and Kingsian principles, and conduct community trainings for parents and other community members. Students at the school come from the communities of North Lawndale, Garfield Park, and Austin.

Lawndale Christian Legal Center: This grant will fund the continuation and expansion of the holistic representation model of the Center. This model pairs wrap around services and case management with legal services for youth in the juvenile court. The model seeks to build a trusting relationship between the youth, their attorney, and their service provider all of which will result in a better defense and better long term outcomes. The program serves youth in the North Lawndale Community.

Inspiration Corporation, Chicago: This grant will fund the expansion of evidence-based cognitive behavioral therapy groups to all sites operated by the organization. The groups support the overall employment program of the organization by teaching key coping skills and anger management strategies to avoid inappropriate behavior in the workplace that may result in termination of employment. This is an expansion of a pilot group funded by a capacity building grant in the last grant cycle. The groups will serve individuals from Uptown, Garfield Park, Woodlawn, Morgan Park, Roseland, and South Deering.

Respond Now: This grant will fund a key coordinating position at the organization to work with the Housing Authority of Cook County and other organizations to begin an HACC pilot project allowing certain individuals with felony records to live in HACC housing or subsidized housing. The program has very detailed and carefully tailored criteria. It seeks to address the most basic of risk factors in violence and criminal involvement, stable housing. The program will serve the South Suburbs.

Children's Research Triangle: This grant will fund a partnership between CRT and Jane Addams High School. The school serves youth who have dropped out of their traditional schools and are now seeking to complete high school at an age that most schools would not enroll them 17 - 21. The program will engage 150 students through one or more of the following services: youth workshops on the impact of violence and trauma; Trauma-Focused Cognitive Behavioral Therapy; Attachment, Self-Regulation, and Competency Therapy; and Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS). Teachers will also receive training in understanding the impact of violence and identifying trauma symptoms. The student body primarily consists of youth from Pilsen, Englewood, Fuller Park, East and West Garfield Park, North and South Lawndale, and Washington Park.

Center for Advancing Domestic Peace: This program is an expansion of the RealMAP program which was started last fiscal year through Violence Prevention funds. The program is a peer mentor and support-based aftercare program for individuals who completed court ordered domestic abuse programming. It pays peer mentors who have completed the program to act as mentors and coordinators of post program support groups. Additionally, the program offers an evidence-based anger management curriculum, and two evidence-based curricula called Creating Lasting Family Connections and Raising Resilient Youth (parenting). The program serves individuals from anywhere in Cook County.

Center for Conflict Resolution: This grant will fund the expansion of the "Victim-Offender and Family Mediation Program" to the Bridgeview and Skokie Courthouses. These programs serve as diversion

or alternative adjudication options for youth in the juvenile court accused of certain crimes. The goal is to restore the victim, provide restitution to the victim or community, and hold the juvenile accountable while ensuring the process is fair and the young person feels a sense of justice. The program will serve communities in the South West and North Suburbs that are served by the respective courthouses...end

**Sponsors:**

**Indexes:** LANETTA HAYNES TURNER, Executive Director, Justice Advisory Council

**Code sections:**

**Attachments:**

<b>Date</b>	<b>Ver.</b>	<b>Action By</b>	<b>Action</b>	<b>Result</b>
10/7/2015	1	Board of Commissioners	approved	Pass

EXHIBIT 6

MBE/WBE Utilization Plan

**CONTRACT NO. 1553-14559A**  
**Vendor: Presence Behavioral Health**

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.

## **Kevin Casey (Procurement)**

---

**From:** Aleatha Easley (Contract Compliance)  
**Sent:** Monday, March 30, 2015 10:14 AM  
**To:** Kevin Casey (Procurement)  
**Subject:** RE: M/WBE goals for Violence Prevention Grants

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. 1553-14559 for Violence Prevention, Intervention and Reduction Demonstration Grants in the amount of \$40,000 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 7

Economic Disclosure Statement

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

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12
4	Contract and EDS Execution Page	EDS 13
5	Cook County Signature Page	EDS 14

**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 [cookcountylil.gov/ethics-board-of](http://cookcountylil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

## SECTION 2

### CERTIFICATIONS

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

#### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

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

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

#### C. DRUG FREE WORKPLACE ACT

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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



**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  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

**OR:**

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

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

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

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

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

**Presence Behavioral Health  
Property owned in Cook County**

	<u>Permanent R.E. Tax Number</u>
537 Des Plaines, Forest Park	15-13-108-020
611 North 2nd, Maywood	15-11-107-004,005
170 North 23rd, Melrose Park	15-10-101-031
1433 South Cuyler, Berwyn	16-20-116-014
1411, 1412, 1414 Main Street, Melrose Park	15-10-222-008,009,025
9845 Roosevelt Road, Westchester	15-21-200-070
9855 Roosevelt Road, Westchester	15-21-200-026, 027,028,029
1820 South 25th Avenue, Broadview	15-16-406-028,029,030,031,032
117 South 6th, Maywood	15-11-148-004
117 South 6th Avenue (vacant lot)	15-11-148-005
105 North 15th Avenue	15-10-216-017
330 Eastern Avenue, Bellwood	15-09-119-026
101 North 20th, Melrose Park	15-10-105-027

## 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 Presence Behavioral Health  
D/B/A: \_\_\_\_\_ FEIN NO/SSN (LAST FOUR DIGITS): 36-2709982  
Street Address: 1820 S 25th Ave  
City: Broadview State: IL Zip Code: 60155  
Phone No.: 708-681-2324 Fax Number: 708.681.1289 Email: \_\_\_\_\_

Cook County Business Registration Number: \_\_\_\_\_  
(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) Not-for-profit corporation

**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
Presence Healthcare Services	200 S Wacker Dr., Chicago, IL 60606	100%, sole corporate member

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

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
Presence Healthcare Services	200 S Wacker Dr., Chicago, IL 60606	100%	sole corporate member

**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
Frank Perham	1820 S 25th Ave., Broadview, IL 60155	Board Chair/Senior Executive Officer	1 year (ends 12/31/15)
Anthony Filer	200 S Wacker, Chicago, IL 60606	Treasurer	1 year (ends 12/31/15)
Jeannie Frey	200 S Wacker, Chicago, IL 60606	Secretary	1 year (ends 12/31/15)
Patrick Quinn	200 S Wacker, Chicago, IL 60606	Assistant Treasurer	1 year (ends 12/31/15)
Julie Roknich	200 S Wacker, Chicago, IL 60606	Assistant Secretary	1 year (ends 12/31/15)

**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.

Frank C Perham

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

Frank Perham  
Signature

fperham@presencehealth.or

E-mail address

Subscribed to and sworn before me  
this 30th day of April, 2015

Kathleen A. Jarecki  
Notary Public Signature

Vice President

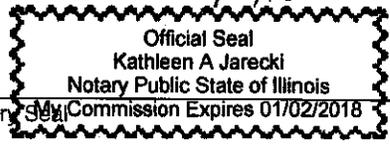
Title

4/30/2015  
Date

708.338.3806 ext. 5555

Phone Number

My commission expires: 1/2/18



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: Presence Behavioral Health

Address of Person Doing Business with the County: 1820 S. 25<sup>th</sup> Ave., Broadview, IL 60155

Phone number of Person Doing Business with the County: 708 338-3806 x-555

Email address of Person Doing Business with the County: fperham@presencehealth.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:

Frank Perham, Vice President

---

**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: \_\_\_\_\_

Contract No. 1553-14559

---

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 40,000.00

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

---

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: Chris Bernard

---

**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

4/30/2015  
\_\_\_\_\_  
Date

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

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

SECTION 4

CONTRACT AND EDS EXECUTION PAGE  
PLEASE EXECUTE THREE ORIGINALS

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

Execution by Corporation

Frank Perham

President's Name

708.338.3806 ext. 5555

Telephone

Secretary Signature

President's Signature

Eperham@presencehealth.org

Email

Date

*Frank Perham*

*Jeannie C. Fry*

*4/23/15*

Execution by LLC

Member/Manager (Signature)\*

Date

Telephone

Email

Execution by Partnership/Joint Venture

Partner/Joint Venturer (Signature)\*

Date

Telephone

Email

Execution by Sole Proprietorship

Signature

Date

Telephone

Email

Subscribed and sworn to before me this

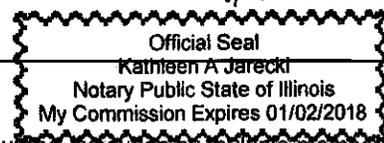
30th day of April, 2015.

My commission expires: 1/2/18

*Kathleen A. Jarecki*

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.

SECTION 5  
COOK COUNTY SIGNATURE PAGE

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

*John E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 27 DAY OF October, 20 15

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

1553-14559A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 40,000<sup>00</sup>

(DOLLARS AND CENTS)

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

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

APPROVED AS TO FORM:

OCT 07 2015

*Not required*

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