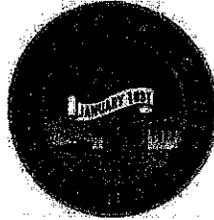


PROFESSIONAL SERVICES AGREEMENT

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

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY OF COOK COUNTY

AND

INSPIRATION CORPORATION

CONTRACT NO. 1553-14559D

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

OCT 07 2015

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/SubConsultant Form
- Exhibit 5 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 INSPIRATION CORPORATION, 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.

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.

“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.

I) 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.

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: Inspiration Corporation
4554 North Broadway, Suite 207
Chicago, Illinois 60640
Attention: Shannon K. Stewart, Executive Director

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

ARTICLE 12: AUTHORITY

Execution of this Agreement by 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



CATALYST FOR
SELF-RELIANCE

4554 N. Broadway
Suite 207

Chicago, IL 60640
www.InspirationCorp.org

tel 773-878-0981
fax 773-878-3114

May 1, 2015

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

Chief Procurement Officer:

Inspiration Corporation respectfully submits this proposal requesting \$40,000 in response to the Violence Prevention, Intervention and Reduction Request for Proposals from the Cook County Justice Advisory Council.

Inspiration Corporation is proposing to expand the cognitive behavioral therapy groups that it started last year with a grant from the JAC. Because the groups have been so successful, IC plans to expand to three other service sites, including one serving Chicago Housing Authority residents. In addition, IC will also add anger management training to its program offerings. The following staff will play an integral role in the success of the project:

Margaret Haywood, Director of Workforce Development
Jodie Arnaudov, Associate Director of Employment Services
Employment Services Program: Hilary Waldron, Career Services Manager
CHA program: Damiya Fields, Trainer; Okediji Orimalade, Career Specialist
Employment Services & Foodservice Training Program: Sharon Ako, Training Manager;
Helen Hailes and Lucy Schoyer, Trainers; Arneice Edwards, Case Manager
Housing & Supportive Services Program - Jaeseong Lee, Intern; Joshua Merritt, Housing Services Manager, Sarah Oates, Housing Retention Specialist

If Inspiration Corporation is selected to receive this grant we commit to providing the services indicated within this proposal at the price and schedule proposed. If you need additional information or have questions regarding this proposal, please feel free to contact me (773/878-0981 ext. 224 or sstewart@inspirationcorp.org) or Margaret Haywood, Director of Workforce Development (mhaywood@inspirationcorp.org or ext. 205).

Sincerely,

Shannon K. Stewart
Executive Director & CEO

Section C: Agency Description

In an atmosphere of dignity and respect, Inspiration Corporation helps people who are affected by homelessness and poverty to improve their lives and increase self-sufficiency through the provision of social services, employment training and housing. Each year, Inspiration Corporation (IC) works with more than 3,000 Chicagoans who are characterized by homelessness, history of incarceration, unemployment or underemployment, mental illness or substance use, and social isolation. These individuals all share the strength to move forward out of their current situation and toward self-sufficiency.

The Housing program offers rent subsidies and case management with wraparound supportive services for 154 units of supportive housing citywide. Eviction prevention services include counseling and financial assistance for people in situations where a cash grant can avert crisis. The program also operates the eight-unit apartment building in Washington Park, with four units of affordable housing and four units of supportive housing, all of which are designed for families.

The Workforce Development Department has five components. 1) Employment Services offers employment preparation training, career counseling, employer outreach, and job placement and retention services throughout Chicago. 2) The CHA Program provides these services specifically to residents of the Chicago Housing Authority on the city's south side, through a subcontract with Beacon Therapeutic Services. 3) Career Connections provides scholarships and linkages to vocational education that will lead directly to employment. 4) Inspiration Kitchens is a 13-week food service training program which operates two social enterprise restaurants and a catering business; 5) The Resource Center offers access to computers, the Internet, a printer, fax and phone for all job seekers.

Inspiration Cafe and The Living Room Cafe serve free meals to low-income individuals in restaurant-style settings and provide comprehensive supportive services in communities designed to help individuals on their journeys toward self-sufficiency. Guests and alumni of the cafes receive case

management. In addition, the cafes offer counseling, referrals and direct financial support to any community member, typically to address a temporary crisis or transition.

Inspiration Corporation has been providing services successfully to ex-offenders for many years. The food service training program began in 2000 and the employment services program began in 1994. Every year, around 50% of those individuals served were formerly incarcerated. These programs also provide participants with a community of people who share the goal of self-sufficiency and avoiding re-incarceration, which is important for people trying to break away from relationships that encourage re-offending. Staff are experienced in using evidence-based practices, such as harm reduction and motivational interviewing. Inspiration Corporation's training and employment services programs consistently meet the performance measures proposed to its private and public funders. In FY14, the programs had the following outcomes:

The Employment Project	
Enrollments in Employment Preparation Training	184
Graduates from Employment Preparation Training	129
Graduation Rate	73%
Total Job Placements	103
90-day Job Retention Rate (Percentage)	83%
180-day Job Retention Rate (Percentage)	79%
1 year Job Retention Rate (Percentage)	65%
Enrollments in Career Connections (Vocational Training)	36
Graduates from Career Connections (Vocational Training)	18
Percentage Career Connections Graduates Employed in Field Trained in	75%
Inspiration Kitchens	
Enrollments	112
Graduates	62
Graduation Rate	51%
Transitional Jobs	24
Total Job placements	74
90-day Job Retention Rate (Percentage)	65%
180-day Job Retention Rate (Percentage)	54%
1 Year Job Retention Rate (Percentage)	35%

Section D: Executive Summary and Agency Organization Chart

In 2014, Inspiration Corporation received a mini-seed grant from the Justice Advisory Council to test out cognitive behavioral therapy groups at its Uptown location. Having successfully started a CBT group at one location, IC is now proposing to expand those groups to its other sites in Garfield Park, Woodlawn and south side locations serving Chicago Housing Authority residents.

One of the key learnings from the groups was that participants need more tools for addressing anger management. IC also proposes to use funds from the JAC to increase anger management instruction, beginning by sending staff to training. There are three goals for this: 1) for the trainers to improve the anger management component of the employment preparation workshop that all workforce development participants go through 2) to offer stand-alone anger management workshops for participants who have previously been through job readiness training and 3) for the staff leading the cognitive behavioral therapy groups to improve their ability to address anger management in the groups. The expected outcome from these services is that participants will show, through pre and post tests, and increase in understanding of how to avoid violent confrontations. Follow up surveys of participants will show that most have been able to avoid violent confrontations in a three month period following services.

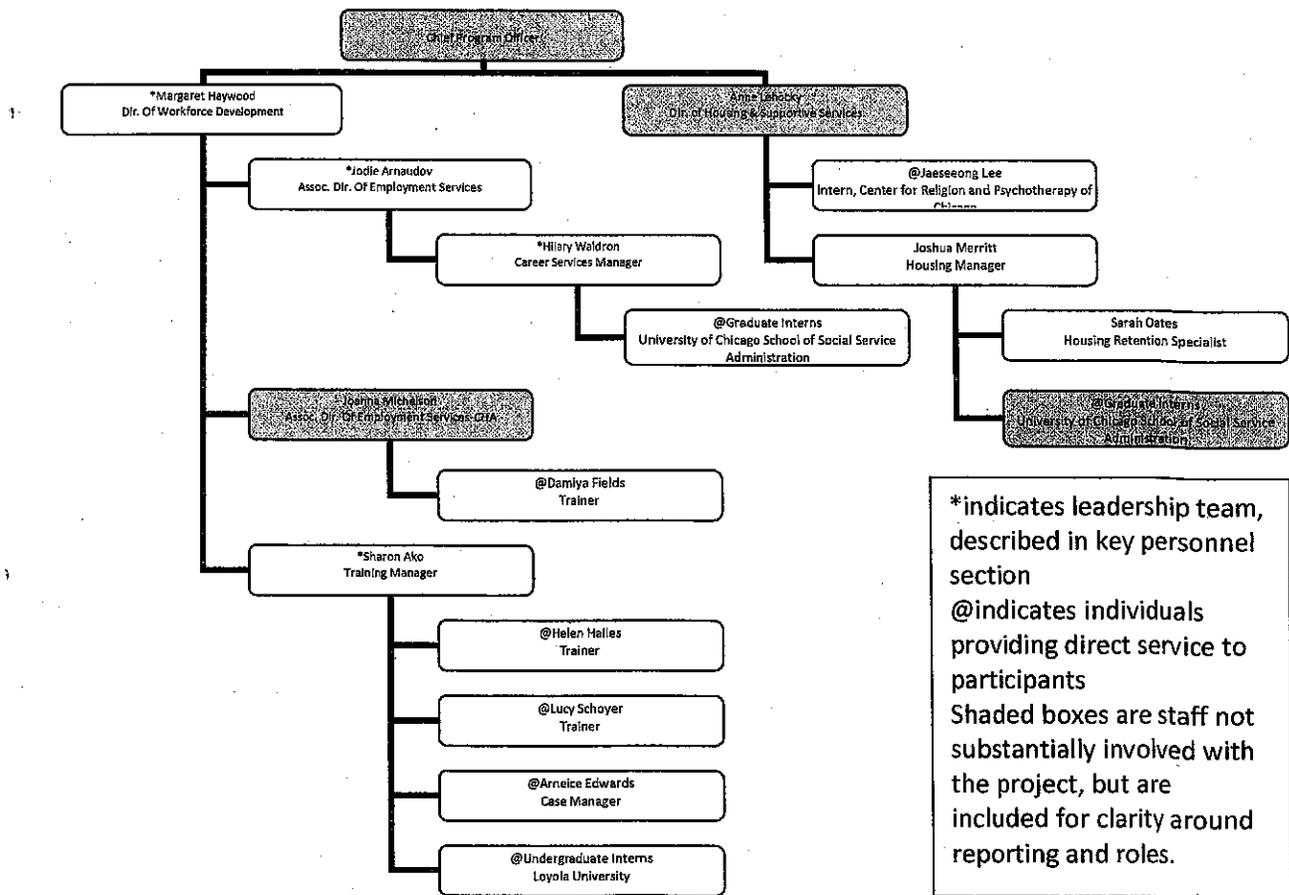
The target population for this proposal is the individuals who are already receiving services from Inspiration Corporation and are at risk of committing violence: people who are homeless or at risk of homeless, with substance abuse issues, those lacking job skills and residents of Chicago Housing Authority public housing in the southern most neighborhoods of Chicago. Ex-offenders constitute a subset of all these populations.

Key Personnel on this project are Margaret Haywood, Director of Workforce Development; Jodie Arnaudov, Associate Director of Employment Services; Hilary Waldron, Career Services Manager; Sharon Ako, Training Manager.

Deliverables

	Uptown	Woodlawn	Garfield Park	CHA sites	Agency total
# of CBT groups offered	30	30	30	30	120
# people attending CBT groups (unduplicated annually, not per week)	30	20	20	30	100
# of anger management workshops offered	2	2	2	2	8
# attending anger management workshops(unduplicated annually, not per workshop)	20	15	15	20	70
In-house training for staff on teaching anger management	-	-	-	-	2

Project Organizational Chart



Section E. Description of the Problem

Inspiration Corporation wants to take on the issue of violence, because of the effect it has on its participants' ability to achieve housing and employment goals. The mission of the organization is to help people exit poverty through housing and employment, but people cannot do that when they re-offend, have to take care of a family member who has been a victim of violence or when a tendency to violence manifests itself in school or in the workplace. For example, the primary reason that people are unsuccessful in completing IC's foodservice program is due to emotional management issues: inability to take criticism from the chef instructor, disagreement with other participants, and allowing problems from home to spill over into class in emotional displays.

Participants also come from neighborhoods plagued by violence. Inspiration Corporation offices are located in neighborhoods with high violence rates: Uptown, Garfield Park, Woodlawn, Morgan Park, Roseland and South Deering (The latter three are offices shared with Beacon Therapeutic under a subcontract to serve CHA residents). These are also neighborhoods from which the agency draws a substantial portion of participants. While people largely tend to regard the north side of the city as safe, Uptown has frequent shootings; gunfire was heard during work hours at the IC offices as recently as April 30. Since staff began working at the CHA locations in December 2014, there have already been three active shooter situations during work hours at the Lowden Homes and two at Trumbull Park, in which staff were locked down in the offices and those in the field were told not to return. These are anecdotes. A search of police data through CLEARMAP provides hard data about the violence that needs to be addressed in the communities where a significant portion of IC clients live. These searches were done for a two week period, from April 10 to April 23, 2015 and include violent crimes such as homicide, aggravated battery, simple battery, arson, and sexual assault. The majority of the crimes reported were assault and battery, both aggravated and simple. The numbers below do not include nonviolent or self-injurious crimes, such as prostitution, theft, drug abuse, vandalism, disorderly conduct or fraud.

Community Area	# violent incidents 4/10-4/23	Note
Austin	100	
Greater Grand Crossing	81*	
Roseland	64	IC staff co-located @ Beacon Therapeutic office in the neighborhood
West Pullman	37	
Uptown	32*	IC office location
East & West Garfield Park	29	IC office is on the border of the two neighborhoods
Auburn Gresham	23	
South Shore	19	
Morgan Park	14*	
Woodlawn	9*	IC office location

*incidents included a first degree murder charge

For purposes of comparison, three north side neighborhoods had the following number of violent incidents in the same two-week period: Lincoln Park – 3; Lincoln Square – 3; Forest Glen – 1.

IC's participants are surrounded by violence everyday, and in many cases have found violence to be a reasonable response to their situations. However, it is an incompatible behavior with their goals of finding employment and housing.

Section F: Description of Target Population

Each year, Inspiration Corporation works with more than 3,000 Chicagoans who are characterized by homelessness, history of incarceration, unemployment or underemployment, mental illness and/or substance use, and social isolation. A majority of the men and women who walk through Inspiration Corporation's doors each year have limited work experience or have a work history of lateral job movement, primarily in entry-level, low wage jobs. Additionally our participants face numerous barriers to employment, including, but not limited to: breaking the cycle of substance use (54%), never having completed high school or obtained a GED (42%), and having a mental or physical disability (16%).

The individuals that IC serves are at risk for committing acts of violence for a number of reasons. First, as demonstrated in the previous question, they live in areas that have high rates of violent crime. Exposure to violence leads to violence, either by teaching people by example, or leaving people to feel that they have no other choice in looking out for themselves or family members. Second, many participants are ex-offenders and recidivism rates are high. Having once committed a violent act makes it more likely that the person will do so again. Third, individuals often need to come to a place like IC for services because they have lacked the emotional and cognitive skills to manage the frustration in their lives. They indeed have high levels of frustration, from being unable to find employment or housing, concerns about their children or once again, the violence surrounding them because of the neighborhoods they live in. Self-esteem issues can lead to being easily triggered by perceived disrespect. Fourth, some participants struggle with substance abuse, which suppresses emotional management. All of these factors make IC participants more prone than the general population to resorting to violent solutions to problems.

Outreach will take place through the existing programs. The housing program has 154 residents. The foodservice program enrolls 100 new participants each year, in addition to serving 20 or more returning clients from previous years. Similarly, the employment services program enrolls 200 new people each year

and serves 20 or more returning clients. There are over 430 employable adults between the ages of 18 and 54 in the area served by the CHA employment program, and at least 200 will be served in one year. In addition, Beacon Therapeutic will refer clients who are in their youth, family and clinical programs who may benefit from violence prevention activities. From all these sources, we expect to be able to engage enough individuals to participate in the proposed violence prevention activities.

Participants are also referred to IC from housing and social service providers, and word of mouth. Incarceration, like homelessness, destroys stability and our participants face a job search without the resources that most of us take for granted. Inspiration Corporation understands the need to provide a menu of services to all participants including a number of support services. Inspiration Corporation is experienced with the barriers that formerly incarcerated individuals face and understand that they require special services within the workforce development system because of the nature and scale of the barriers they face. Our participants face many challenges including, histories with trauma and violence, marginalization, isolation, and stigma. Staff are highly sensitive to these challenges and knowledgeable and experienced in working with highly vulnerable individuals. A number of staff are past consumers of services having been incarcerated themselves. Inconsistent employment history, education, marketable job skills, struggles with substance use, and criminal backgrounds, significantly impact options for individuals to access housing, resources, and gain employment. Lack of options, adequate support systems, and opportunities too often lead individuals to return to old habits to solve problems, including violence.

Inspiration Corporation is committed to maintaining a low threshold for entry into all of our program and accept all participants: regardless of length of sobriety and history of substance use; regardless of criminal history or background, including sexual offenses; regardless of poor rental history or past evictions; without regard to lack of financial resources; with past non-violent rule infractions; and regardless of mental illness. A majority of the men and women who walk through our doors each year have limited work experience or have a work history of lateral job movement, primarily in entry-level, low wage jobs.

Section G: Proposed Program and Implementation Schedule

This proposal does not create a separate violence prevention program within Inspiration Corporation; it imbues violence prevention throughout the existing programs. In 2014, Inspiration Corporation received a mini-seed grant from the Justice Advisory Council to test out cognitive behavioral therapy groups at its Uptown location. This idea was inspired in large part by a white paper from The Council of State Governments Justice Center, Integrated Reentry and Employment Strategies: Reducing Recidivism and Promoting Job Readiness, which stresses that while employment is important, it alone does not reduce recidivism; programs must incorporate cognitive behavioral therapy (CBT) in some way to address anti-social behavior, personality patterns and thoughts. Having successfully started a CBT group at the Uptown location, IC is now proposing to expand those groups to its other sites in Garfield Park, Woodlawn, Roseland and south side locations serving Chicago Housing Authority residents.

Staff have conducted CBT groups since last fall. The major theme of the groups has been how participants act when they feel frustration and anger. Part of the group process is reflection (how participants would have acted in the past), and what strategies they currently use to react. Participants share examples of past reactions and consequences and reflect on how and why their reactions are different in the present. For example, a participant might state "I would have ripped this person apart, but now I stop, breath, and focus" or someone might say that he took himself out of the situation and tried not to take things personally. Participants demonstrate how they relate to one another by pointing out similarities to others shared experiences and some participants offer advice. The facilitators assist the participants in identifying cognitive distortions and talk about consequences for reacting without taking a moment to think about consequences. The feedback has been positive; participants have stated that they like and benefit from the group and demonstrate this by attending meetings regularly. Staff were concerned when the group started that the facilitators would have to fill a lot of the time, but the groups are always very interactive and participants have lots to share. For these reasons, staff deem these groups successful.

Some of the discussion reflects back to concepts that participants were first introduced in the four-week employment preparation workshop that they had previously attended as part of their job search. It was apparent that the CBT group provided participants opportunities to continue that discussion in a safe, nonjudgmental place. Staff believe that the participants need an ongoing way to continue to learn from and about their peers similar once they are finished with the workshop, but don't have other opportunities to do so. That makes continuation and expansion of the groups all the more important. Expanding CBT groups to three other locations will be the responsibility of the Associate Director of Employment Services and the Career Services Manager, which will involve training staff and interns at each site. Other interns will come from the University of Chicago School of Social Service Administration and Loyola University's Bachelors in Social Work program. (At this time, those interns have not yet been selected.) Each site will offer a total of 30 group sessions from August through May, each session one hour in length. Staff expect a total of 20-30 individuals to participate at each site over the course of the year. Participants will be offered small incentives for attending, by having food at the groups and offering transportation assistance for those who need it to get to the sessions.

One of the key learnings from the groups was that participants need more tools for addressing anger management. IC proposes to use funds from the JAC to increase staff capacity to teach those tools. The staff has identified a two-day training, offered in the Chicago area by the Anger Management Institute and the National Anger Management Association. The Anger Management Trainer and Specialist Certification workshop is approved by the National Board for Certified Counselors and the National Association of Social Workers. This is an investment in capacity building for the program. By sending several staff to this training, IC can ensure that the information will become woven into the agency programs, and not lost as soon as one person leaves.

All participants in the Employment Services and Foodservice Training Programs begin with a four-week workshop in employment preparation training (EPT), which includes not only interviewing and filling

out job applications, but also the soft skills of getting along with others and practicing mindfulness. For participants in the CHA program, this upfront EPT is optional, because much of the population has already been through something similar. In neither case is anger management covered in much detail. Therefore, under this proposal Inspiration also plans to increase the amount of anger management training in these workshops. For those who have already been through workshop, but who could benefit from the anger management training, free-standing workshops will be offered throughout the year at all locations. This will also make it more accessible for those who don't want to attend the CBT groups, either because of time, or the stigma attached to anything with therapy in the name. Incorporating the anger management training into EPT will be the responsibility of the trainers, under the supervision of the Training Manager and the Director of Workforce Development. They will also be responsible for seeing that the stand-alone workshops will be offered.

There are three goals for staff attending the Anger Management Institute training: 1) for the trainers to improve the anger management component of the employment preparation workshop that workforce development participants go through 2) to offer stand-alone anger management workshops for participants who have previously been through employment preparation training that did not include the enhanced anger management instruction and 3) for the staff leading the cognitive behavioral therapy groups to improve their ability to address anger management in the groups.

The long-term outcome is that Inspiration Corporation will be better prepared to assist ex-offenders in avoiding violent interactions that can lead to incarceration.

Implementation Schedule

July, 2015

- Associate Director of Employment Services and Career Services Manager train Case Manager, Housing Specialist, Career Specialist for CHA program and Intern from Center for Religion and Psychotherapy of Chicago and Trainer for CHA program in how to run CBT groups.

August, 2015

- CBT groups begin weekly at Garfield Park, Woodlawn and CHA locations, under supervision of Associate Director of Employment Services and Career Services Manager.
- 10 staff people attend a train-the-trainer course in anger management techniques: 3 employment preparation Trainers, the Training Manager, the Case Manager, the Career Specialist, the Career Services Manager, the Housing Services Manager, the Housing Retention Specialist and the Associate Director of Employment Services.
- Employment preparation trainers begin work on incorporating anger management into on-going EPT workshops.

September, 2015

- Staff begin to run CBT groups independently at Garfield Park, Woodlawn and CHA locations.
- Interns from Loyola and University of Chicago receive training from Associate Director of Employment Services and Career Services Manager in how to conduct cognitive behavioral therapy groups.
- Staff who attended anger management training schedule 1 workshop per site (Uptown, Garfield Park, Woodlawn and CHA) before end of calendar year.
- Staff develop pre and post-tests for anger management workshop attendees, as well as 3-month follow up surveys.
- Staff identify participants who could benefit from anger management workshops and begin outreach.
- Employment preparation trainers continue work on incorporating anger management into on-going EPT workshops.

October-December 2015

- Four anger management workshops take place.
- Attendees pre and post-tested.
- Anger management techniques incorporated into EPT workshops.
- Interns assist with ongoing CBT

January, 2016

- Trainers who delivered anger management training meet with Director of Workforce Development, Associate Director of Employment Services and Career Services manager to review pre and post-tests, as well as trainers' experience. Changes made to curriculum.
- Individuals who attended anger management workshops and EPT workshop surveyed 3 months later to determine if they have used the techniques and if they have been involved in any violence.

February – June, 2016

- Four more anger management workshops scheduled before end of June.
- CBT groups ongoing.
- Individuals who attended anger management workshops EPT workshop surveyed 3 months later to determine if they have used the techniques and if they have been involved in any violence.

Section H: Expected Outcomes

Deliverables

	Uptown	Woodlawn	Garfield Park	CHA sites	Agency total
# of CBT sessions offered annually	30	30	30	30	120
# people attending CBT groups (unduplicated annually, not per week)	30	20	20	30	100
# of anger management workshops offered	2	2	2	2	8
# attending anger management workshops(unduplicated annually, not per workshop)	20	15	15	20	70
In-house training for staff on teaching anger management	-	-	-	-	2

Staff/Agency Outcomes

Staff will be better prepared to teach anger management techniques to participants in CBT groups, stand-alone anger workshops and in the employment preparation training. The purpose of training so many staff is for them to take on the role of training others, so that there is no need to send multiple staff to training each year. It will also be their task to embed what they learned in the workshops and EPT classes, so that they are part of the curriculum that is passed on to new trainers. Because this is new, staff will have to spend a good deal of time of learning new skills, training each other, evaluating training and making changes. Once the groups become an ongoing program, with the start-up problems ironed out, less staff time will be required, which can be incorporated into the budgets of other funders. One reason for spreading the responsibilities out among so many staff rather than hiring one person, is also about sustainability. If one person were hired through this grant, once it were over, he or she might have to be

laid off. By spreading the work and learning among staff who are largely covered by other funding sources, the likelihood is increased that they will be around in future years, once this grant is over.

Client Outcomes

Pre and post-tests of participants in anger management workshops will show an increase in participants' understanding of techniques that they can use to control their responses and avoid violent conflicts.

Participants will be surveyed three months after completing anger management workshops to see how much of the information that they learned has been maintained and used. 70% will report having avoided a violent confrontation using techniques from the workshop.

CBT group evaluations will show an increase in participants understanding of techniques that they can use to control their responses and avoid violent conflicts.

Participants will be surveyed three months after starting CBT groups to see how much of the information that they learned has been maintained and used. 70% will report having avoided a violent confrontation using techniques from the workshop.

Section I: Planning & Preparation Activities

The primary preparation activity will be sending the staff to the train-the-trainer workshop on anger management in August. This training will prepare staff for the key activities of teaching anger management during the year. Workshop participants will learn:

- How to teach and train struggling clients, groups and students to cope with anger in healthy ways through: assertiveness, problem-solving, restructured thinking, conflict resolution, empathy skills, forgiveness, stress management.
- The nature, sources, triggers, process of anger.
- The role of stress management in anger reduction.
- Mental health disorders associated with anger problems; readiness or contraindication for anger management treatment.
- Skills/tools for: assessing/screening participants, evaluation of progress.
- Effective anger prevention and control strategies, including: communication, time-out, problem-solving, forgiveness, relaxation, restructured thinking, conflict management, etc.
- The role of emotional intelligence and empathy skills.

Once staff have completed this training, they will be ready to conduct the activities in the implementation plan. Little preparation is required for the other activities. Because IC is piloting the CBT groups in FY15, the Associate Director of Employment Services and Career Services Manager will be able to train the staff at other sites almost immediately upon award of the grant, were it received.

Section L: Qualifications of the Proposer 3 page max

Inspiration Corporation was founded in 1989. When former police officer Lisa Nigro founded Inspiration Cafe in 1989, she borrowed her nephew's red wagon and filled it with coffee and sandwiches. She pulled that wagon around the Uptown neighborhood of Chicago offering dignity and respect to the people she encountered. Over time, Lisa and other early supporters grew the Cafe beyond that red wagon, first turning a van into a kitchen on wheels and then converting a bus into a traveling cafe. They eventually moved into a space in Uptown and became a restaurant for the homeless, where men and women could sit down, order off a menu and be served. In the years that followed, Inspiration Cafe expanded its services beyond simply meals, to include case management, supportive services, housing, and our foodservice training program. Meanwhile, in other parts of the city, The Employment Project was founded to serve Chicagoans affected by homelessness and poverty. The Employment Project, begun in 1994 by Luke Weisberg and a group of professionals serving the homeless, provided homeless and low-income Chicagoans with employment training, career counseling and job placement. In 2005, Inspiration Corporation and The Employment Project merged to create an organization that provides holistic services to better serve the needs of participants. By saving on administrative and fundraising costs, Inspiration Corporation could focus more resources on our mission: helping homeless men and women increase self-sufficiency. The agency currently has 50 full-time staff and 36 part-time.

Inspiration Corporation is a recognized leader in its field. It is funded by the US Department of Housing and Urban Development, United Way and the Chicago Department of Family and Support Services. We have met the highest standards of professionalism and excellence for social service providers in the Chicago area. Inspiration Kitchens-Garfield Park is the 2013 winner of the Rudy Bruner Award for Urban Excellence. Bank of America chose Inspiration Corporation as a recipient of their \$200,000 Neighborhood Builder grant in 2011. In 2010, the Association of Fundraising Professionals Chicago Chapter gave its Outstanding Community Leader Award to Inspiration Corporation's founder, Lisa Nigro.

The Greater Chicago Food Depository awarded Inspiration Corporation its Best Fiscal Management Award in 2009. The United Way selected Inspiration Kitchens as its Highly Innovative Program Award winner in 2006. In 2013, Inspiration Corporation retained its Charity Navigator 4 star rating for the fourth consecutive year; only 9% of rated charities meet this standard. One of the greatest endorsements of our agency's capacity came from a private donor who gave \$4.2 million to Inspiration Corporation over a five years period in order for us to start a program in Garfield Park. Because it is recognized as a leader in workforce development, since FY13, Inspiration Corporation has been asked to facilitate two workshops a year entitled "Designing and Conducting Transformational Job Readiness Trainings" as part of Chicago Jobs Council's Frontline Focus Training Institute. Inspiration Corporation currently employs 50 full-time staff, 36 part-time staff and has eleven interns working across our sites. Inspiration Corporation also has over 1,500 volunteers.

One of the organization's strengths is that it has been providing employment services successfully to ex-offenders for many years. The food service training program began in 2000 and the employment services program began in 1994. Every year, a substantial portion of those individuals served were formerly incarcerated. These programs also provide participants with a community of people who share the goal of self-sufficiency and avoiding re-incarceration, which is important for people trying to break away from relationships that encourage re-offending. Staff is also experienced in using evidence-based practices, such as harm reduction and motivational interviewing. Harm reduction's goal is to reduce the negative consequences of drug use, incorporating a wide range of strategies from safer use, to managed use to abstinence. Motivational interviewing is a directive client-centered counseling style aimed at eliciting behavior change by helping the client explore and resolve ambivalence, while respecting the client's autonomy.

Inspiration Corporation is currently operating the following workforce development projects through government funders:

Funder	Amount/Timeframe	Purpose
Cook County Justice Advisory Council (JAC) Recidivism Reduction	\$100,000/annually Funded since 2013.	To provide food service training and employment services to individuals who have been released from Cook County Jail
Cook County Justice Advisory Council (JAC) Violence Prevention	\$10,000/annually Funded since 2014	To provide Cognitive Behavioral Therapy groups to ex-offenders
City of Chicago, Department of Family & Support Services-Community Development Block Grant	\$195,000/annually Funded since 2000.	To provide employment preparation and placement to low-income individuals.
City of Chicago, Department of Family & Support Services-Community Services Block Grant	\$171,183/annually Funded since 2009.	To provide transitional jobs and employment services to low-income individuals.
State of Illinois, Department of Commerce and Economic Opportunity	\$50,000/June 1 2012- May 31, 2014 Funded since 2011	To provide food service training to low-income residents of Chicago and surrounding areas

Three Agency References

Jennifer Welch, First Deputy Commissioner, Chicago Department of Family & Support Services
1615 West Chicago Avenue, Chicago, Illinois 60622
Phone: 312.746.8534, E-mail: Jennifer.Welch@cityofchicago.org
Dollar value of the projects: \$574,135

Shirley Blair, Community Planning and Development Representative , United States Department of Housing and Urban Development
77 W. Jackson Boulevard, Chicago, Illinois 60604
Phone: 312.913.8719, E-mail: Shirley.blair@hud.gov
Dollar value of the projects: \$330,489

Amy Santacaterina, Director of WIA Programs, Chicago Cook Workforce Partnership
69 W. Washington, Chicago, Illinois 60602
Phone: 312.603.7067, Email: asantacaterina@workforceboard.org
Dollar value of the projects: \$72,560

Section M: Key Personnel

The following four people are the key personnel who make up the leadership team responsible for implementation of the proposed project. They will be responsible for seeing that the cognitive behavioral therapy groups are expanded to the three additional sites; that additional staff and interns are appropriately trained and supervised in running the groups; that separate anger management classes take place and that anger management techniques are incorporated into the employment preparation training.

Margaret Haywood, Director of Workforce Development

Margaret Haywood has been in workforce development since 1987, beginning with a job developer position at Vietnamese Association of Illinois. Margaret then worked as the Associate Director of the Cambodian Association of Illinois, becoming more involved with training and employment. Margaret has worked with Project JOBS and Jane Addams Resource Corporation, agencies that specialize in employment and training for low-income and homeless populations. Over the years, she has expanded her knowledge base through intensive training in community organizing, harm reduction, motivational interviewing and program evaluation.

Margaret joined Inspiration Corporation in 2002. For thirteen years, she oversaw the development of the Foodservice Training Program. During that time, she was involved in opening two social enterprise restaurants to prepare people for returning to work. Margaret now oversees three workforce development programs: the Foodservice Training Program, the Employment Services Program which brings employment preparation and training workshops to shelters, agencies and public housing residents throughout Chicago and the employment program for CHA residents, in partnership with Beacon Therapeutic. Margaret supervises the Associate Director of Employment Services, the Associate Director of Employment Services-CHA and the Training Manager.

Jodie Arnaudov, Associate Director of Employment Services

Jodie received her master's degree in social work from Loyola University Chicago in 2010 with a specialization in mental health. In 2013 Jodie earned her LSW and is working towards earning her LCSW in 2015. She has spent most of her eight years in non-profit work in direct service, working with individuals to identify and develop their strengths. Jodie worked for over two years at Contemporary Guidance Services in New York City, a vocational training school for individuals with disabilities, where she was awarded employee of the year for 2006. Jodie returned to Chicago in 2007 to start graduate school and began working at Inspiration Corporation in November of that year. Jodie spent her first two years at Inspiration Corporation as a career specialist before being promoted to Career Services Manager. As a manager, she balanced carrying a caseload while supervising and leading the career services team. In July of 2012, Jodie was promoted to the Associate Director of Employment Services position. Jodie supervises the Career Services Manager and the Business Services Manager (the latter is not included in this proposal).

Hilary Waldron, MSW, Career Services Manager

Hilary Waldron began working at Inspiration Corporation as a Career Specialist in May 2013. In May 2015, she will assume the responsibilities of Career Services Manager. Both positions provide individualized assistance and counseling to job seekers to identify employment and education goals, and work with participants to develop resumes, cover letters, and interview skills in order to become more efficient and effective job seekers. As Career Services Manager, Hilary assumes the additional responsibilities of supervising three Career Specialists and seeing the government contract goals for job placement are met. She will also supervise two interns from the University of Chicago School of Social

Service Administration. Hilary completed a 40 hour Domestic Violence training course in November 2014, in order to better serve her clients.

Hilary completed her MSW at Tulane University in New Orleans in December 2012. While in New Orleans, Hilary worked as an intern at the New Orleans Day Reporting Center, providing clinical counseling services, employment readiness and life skills training to people on probation and parole in order to reduce recidivism. In addition, Hilary worked with fellow students to complete a year-long project at Tulane to write a comprehensive training manual for correctional professionals that focused on how to identify various mental health issues as well as best practices to promote dignity as well as the protection of vulnerable populations such as juvenile and LGBTQ inmates.

Sharon Ako, Training Manager

Sharon has been with the Inspiration Corporation since 2002. She has been instrumental in the growth and development of the Foodservice Training Program in that time. As a chef trainer, she has worked with nearly 1,000 students in her tenure, all of whom of who were impacted by either homeless, ex-offender status, substance abuse, mental illness, lack of education, job skills, or interpersonal skills or in many cases, some combination of a number of those factors. Her responsibilities including teaching cooking skills and supervising another chef trainer, the case manager and two employment preparation trainers.

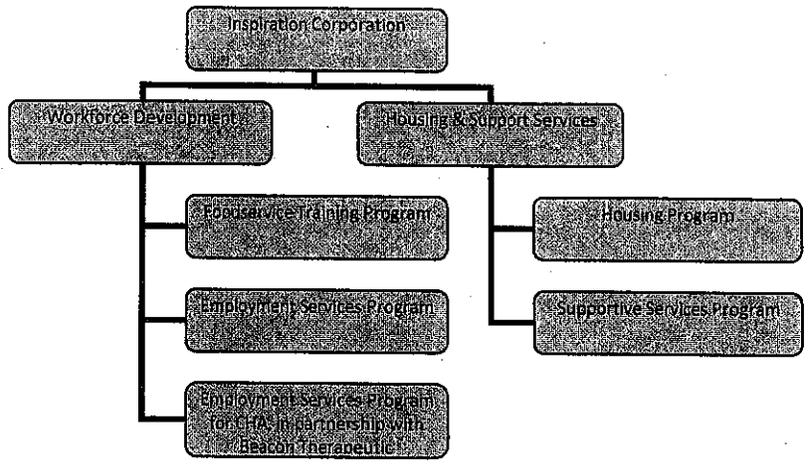
Sharon received a Bachelors degree in Psychology from Northern Illinois University in 1998 and an Associates Degree from the Cooking and Hospitality Institute of Chicago, in 2001. During her time at Inspiration Corporation, Sharon has received training in Harm Reduction and Motivational Interviewing.

Other staff

Other staff people that are listed in the budget and on the project organizational chart will be responsible for delivery of the services. This includes:

- one case manager for the foodservice program, Arneice Edwards and two interns from Loyola, who will be responsible for leading new CBT groups at the west side, Garfield Park location;
- two interns from the University of Chicago, and Jaeseong Lee, intern from the Center for Religion and Psychotherapy of Chicago, who will be responsible for continuing the groups at the Uptown location
- the housing services manager, Joshua Merritt, who will be responsible for supervising the housing retention specialist and leading the in-house workshops to IC staff on how to teach anger management techniques to clients.
- Sarah Oates, housing retention specialist who will be responsible for leading new CBT groups at the Woodlawn location along with two interns from the University of Chicago;
- an employment preparation trainer at the south side CHA sites, Damiya Fields, who will be responsible for teaching free-standing anger management workshops, as well as incorporating anger management techniques into the three-week job readiness training classes
- a career specialist at the south side CHA sites, Okediji Orimalade, who will lead the CBT groups for the CHA residents.
- two employment preparation trainers, Helen Hailes and Lucy Schoyer, who will be responsible for teaching free-standing anger management workshops, as well as incorporating anger management techniques into the four-week job readiness training classes that are for the participants the homeless and low-income participants.

The following chart may help clarify the relationship of the specific programs that are mentioned above.



Section N: Subcontracting or Teaming

Inspiration Corporation will not be subcontracting out any part of the services described in this proposal. The agency will be co-locating some services for CHA residents with Beacon Therapeutic's FamilyWorks program.

In the fall of 2014, Beacon Therapeutic received a grant from the Chicago Housing Authority (CHA) FamilyWorks program to provide services to the CHA residents. IC is a subcontractor on that grant, to provide the employment services, while Beacon provides youth, senior, family and clinical services. Beacon is contracted to serve the southernmost neighborhoods of Chicago: Ashburn, Auburn Gresham, Beverly, Chicago Lawn, Morgan Park, Riverdale, Roseland, Washington Heights, West Lawn and West Pullman. The area encompasses approximately the area bounded by 51st street on the north to the southern city limits and from the city limits east to west. Under this proposal, IC will expand its cognitive behavioral therapy groups to CHA clients served in this area. IC shares office space with Beacon at three sites in the area: the Lowden Homes, 200 W. 95th Street, The Trumbull Park Homes 10700 S. Oglesby and Beacon Therapeutic's offices at 111740 S. Western. Beacon has provided a letter of support, indicating its agreement for IC to provide these services in any of the three office locations.



**Beacon
Therapeutic**

Diagnostic and Treatment Center

April 30, 2015

Lanetta Haynes Turner
Executive Director
Justice Advisory Council of
Cook County
69 W. Washington
Chicago, IL 60602

Dear Ms. Turner,

It is my pleasure to provide this letter of support to the Inspiration Corporation for its proposal to the Cook County Justice Advisory Council.

Beacon Therapeutic will allow the Inspiration Corporation to use space at its offices to provide cognitive behavioral therapy (CBT) groups to CHA residents. In the fall of 2014, Beacon Therapeutic received a grant from the Chicago Housing Authority (CHA) FamilyWorks program to provide services to public housing residents. IC is a subcontractor on that grant, to provide the employment services, while Beacon provides youth, senior, family and clinical services. Beacon is contracted to serve the southernmost neighborhoods of Chicago: Ashburn, Auburn Gresham, Beverly, Chicago Lawn, Morgan Park, Riverdale, Roseland, Washington Heights, West Lawn and West Pullman. CHA residents are served out of three offices in the area: the Lowden Homes, 200 W. 95th Street, the Trumbull Park Homes, 10700 S. Oglesby and Beacon Therapeutic offices at 111740 S. Western.

In addition to allowing the use of space, Beacon staff may also refer clients to the CBT groups.

I hope you will consider Inspiration Corporation's proposal favorably.

Sincerely,

Susan Reyna-Guerrero, LCSW
President/CEO

Administrative Office
1912 West 103rd St.
Chicago, IL 60643
p. 773.298.1243
f. 773.298.1078

www.beacon-therapeutic.org

EXHIBIT 2

Schedule of Compensation

Appendix 1-Pricing Proposal Form

Appendix II Pricing Proposal Form

Proposers are required to submit the below pricing proposal (budget) separate from the technical proposal (program narrative portion of the proposal). The pricing proposal must be submitted in the form of a hard copy and in an electronic format. If your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

Organization Name(s):		Inspiration Corporation										
Project Name:		Anger Management and Violence Reduction Project										
Grant Time Period:		July 1, 2015 - June 30, 2016										
		Rate	Unit	%	# months	Org #			Org #1	Org #2	Org #3	TOTAL
						1	2	3				
STAFF				%		%	%					
Dir. Workforce Dev.	\$52,000.00	annually	5.00%	100%	12	100%		\$3,350	\$0	\$0	\$3,350	
Assoc. Dir. Employment	\$50,000.00	annually	5.00%	100%	12	100%		\$2,500	\$0	\$0	\$2,500	
Training Manager	\$47,000.00	annually	10.00%	100%	12	100%		\$4,700	\$0	\$0	\$4,700	
Career Services Mgr.	\$53,000.00	annually	10.00%	100%	12	100%		\$3,800	\$0	\$0	\$3,800	
Case Manager	\$40,000.00	annually	10.00%	100%	12	100%		\$3,000	\$0	\$0	\$3,000	
Trainer	\$30,000.00	annually	10.00%	100%	12	100%		\$3,000	\$0	\$0	\$3,000	
Trainer	\$30,000.00	annually	10.00%	100%	12	100%		\$3,000	\$0	\$0	\$3,000	
Sub-total Staff								\$23,350	\$0	\$0	\$23,350	
BENEFITS												
Inspiration Corporation				17.00%				\$3,970	\$0	\$0	\$3,970	
Organization #2									\$0	\$0	\$0	
Organization #3										\$0	\$0	
Sub-total Benefits								\$3,970	\$0	\$0	\$3,970	
CONTRACT/CONSULTANT												
		Rate	Unit		# units							
								\$0	\$0	\$0	\$0	
								\$0	\$0	\$0	\$0	
								\$0	\$0	\$0	\$0	
								\$0	\$0	\$0	\$0	
Sub-total Contract/Consultant								\$0	\$0	\$0	\$0	
Item												
		Price	Unit		# units							
								\$0	\$0	\$0	\$0	
								\$0	\$0	\$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.

Director of Workforce Development at 5% for overall program and fiscal monitoring. Associate Director of Employment Services at 5% for reporting, oversight of CBT groups and training of staff in CBT. Training Manager at 10% for supervision of 2 EPT Trainers and oversight of integration of anger management into EPT workshops. Career Services Manager and Case Manager @ 10% for leading CBT groups, plus instruction and supervision of interns in leading groups at Uptown, Garfield Park, CHA and Woodlawn sites, respectively. 2 Trainers @ 10% for leading employment preparation workshops that incorporate anger management. Fringe is calculated at 17%. .0620 for Social Security, .021238 for state unemployment insurance, .018618 for workers compensation, .069 for health insurance. Health insurance multiplier is an average – individual rates will vary. Funds are not requested for all the staff time spent on these proposed activities. Additional staff are included in the section at the end of this document, entitled leverage.

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.

N/A

Equipment

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

N/A

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.

Funds for snacks for group meetings, as an incentive for attendance. Request is calculated at

\$15/meeting, 30 meetings per year @ each site, with 4 sites, for a total of 120 meetings. $\$15 \times 120 =$

\$1,800

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.

Transportation for clients who do not otherwise have the ability to get to the groups. Calculated at 2

clients per meeting needing transportation at each of 4 sites, for 30 meetings per year, for a total of 240

round trips. Cost per round trip on public transportation is \$5.00. $\$5 \times 240 = \$1,200$

Anger Management Training. \$400 per person for 10 people. $10 \times \$400 = \$4,000$. Mileage for staff to

attend training. Calculated at 25 miles each direction or 50 miles per day, for 2 days for 10 staff at 57

cents per mile. $.57 \times 50 \times 2 \times 10 = \570 .

Indirect Costs

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

Indirect costs include rent and utilities for staff offices and meeting spaces.

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.

The staff training funds are one-time costs to build capacity. The purpose of training so many staff is for them to take on the role of training others, so that there is no need to send multiple staff to training each year. It will also be their task to embed what they learned in the workshops and EPT classes, so that they are part of the curriculum that is passed on to new trainers. Because this is new, staff will have to spend a good deal of time of learning new skills, training each other, evaluating training and making changes. Once the groups become an ongoing program, with the start-up problems ironed out, less staff time will be required, which can be incorporated into the budgets of other funders. One reason for spreading the responsibilities out among so many staff rather than hiring one person, is also about sustainability. If one person were hired through this grant, once it were over, he or she might have to be laid off. By spreading the work and learning among staff who are largely covered by other funding sources, the likelihood is increased that they will be around in future years, once this grant is over.

Leverage

IC is not requesting funds for some of the staff involved in this project. These staff are listed on the budget form as leverage (in the electronic copy, on a tab titled leverage). The amount of staff time being committed to the project from other sources includes the Housing Services Manager, the Housing Retention Specialist, and the Career Specialist for the CHA program. Their time is valued at \$12,753. The 7 interns who will be involved are unpaid, so there is no dollar amount attached to their time.

EXHIBIT 3

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/11/2015

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

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

PRODUCER McHenry Insurance Services, Inc 904 South Route 31 McHenry, IL 60050 Linda Palm	CONTACT NAME: Kim Lekki	FAX (A/C. No.): 815-385-8727	
	PHONE (A/C. No. Ext): 815-385-8660	E-MAIL ADDRESS: klekki@mchenryins.com	
INSURED Inspiration Corporation 4554 North Broadway, Ste 207 Chicago, IL 60640	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: FIRST NONPROFIT INSURANCE CO		
	INSURER B: PLAZA INSURANCE COMPANY		
	INSURER C: HARTFORD FIRE INSURANCE		
	INSURER D: PHILADELPHIA INSURANCE COMPANY		
	INSURER E: UNDERWRITERS AT LLOYDS		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	NPP1001590 01	10/07/2014	10/07/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ INCLUDED
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			NCA1001589 01	10/07/2014	10/07/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			NMB1001591 01	10/07/2014	10/07/2015	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			PC-IL-Q-0036-5	01/01/2015	01/01/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	CRIME POLICY			83BDDFZ8461	05/01/2015	05/01/2016	2500 DED	250,000
D	D&O/EPL/FIDUCIARY			PHSD1038011	05/01/2015	05/01/2016	AGGREGATE	3,000,000

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

COOK COUNTY, ITS OFFICIALS, EMPLOYEES & AGENTS ARE ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT. CONTRACT #1553-14559

CERTIFICATE HOLDER

CANCELLATION

COOK COUNTY
118 NORTH CLARK ST, ROOM 1018
CHICAGO, IL 60602

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

AUTHORIZED REPRESENTATIVE

EXHIBIT 4

Identification of Subcontractor/Supplier/SubConsultant Form

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

OCPO ONLY:	
<input type="checkbox"/> Disqualification	
<input type="checkbox"/> 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.: 1553-14559	Date: 10-16-2015
Total Bid or Proposal Amount: 40,000	Contract Title: VIOLENCE PREVENTION, INTERVENTION and Reduction
Contractor: INSPIRATION CORPORATION	Subcontractor/Supplier/ Subconsultant to be added or substitute: N/A
Authorized Contact for Contractor: Shannon Stewart	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): sstewart@inspirationcorp.org	Email Address (Subcontractor):
Company Address (Contractor): 4554 N Broadway Suite 207	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60640	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 773-878-0981 773-878-3114	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 10/1/2015 - 9/30/2016	Estimated Start and Completion Dates (Subcontractor):

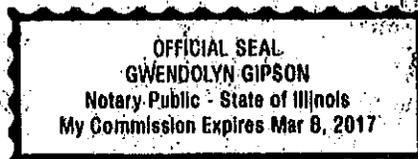
Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
No subcontractors	

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 INSPIRATION CORPORATION
 Name SHANNON STEWART
 Title Executive Director and CEO
 Prime Contractor Signature [Signature] Date 10-16-2015

ISF-1



Gwendolyn Gipson 10/16/2015

EXHIBIT 5

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

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

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

EXHIBIT 6

MBE/WBE Utilization Plan

CONTRACT NO. 1553-14559D
Vendor: Inspiration Corporation

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**

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

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
<u>NA</u>	

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

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

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

Yes: _____ No: _____

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

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

Yes: _____ No: _____

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

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Inspiration Corporation

D/B/A: _____ FEIN NO/SSN (LAST FOUR DIGITS): _____

Street Address: 4554 N. Broadway, 207

City: Chicago State: IL Zip Code: 60640

Phone No.: 773-878-0981 Fax Number: 773-878-3114 Email: _____

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

Corporate File Number (if applicable): 5562-400-3

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office

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.

SHannon K. Stewart

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

Shannon K. Stewart
Signature

sstewart@inspirationcorp.org
E-mail address

Subscribed to and sworn before me
this 1st day of May, 2015

X *Gwendolyn Gipson*
Notary Public Signature

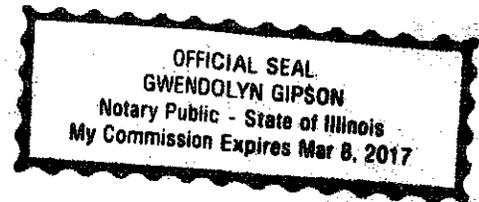
Executive Director/CEO

Title
4/28/15
Date

773-878-0981 Ext 224
Phone Number

My commission expires:

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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

Address of Person Doing Business with the County: 4554 N. Broadway, Chicago, IL 60640

Phone number of Person Doing Business with the County: 773 878-0981

Email address of Person Doing Business with the County: sstewart@inspirationcorp.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:

Shannon K. Stewart, Executive Director

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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*
--	--	--	----------------------------------

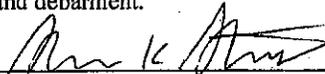
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.


4/25/15

 Signature of Recipient Date

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

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

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

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

Execution by Corporation

Inspiration Corporation
Corporation's Name
773-878-0981
Telephone
[Signature]
Secretary Signature

Carl Segal
President's Printed Name and Signature
s.stewart@inspirationcorp.org
Email
8/18/2015
Date

Execution by LLC

LLC Name

Date

*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Telephone

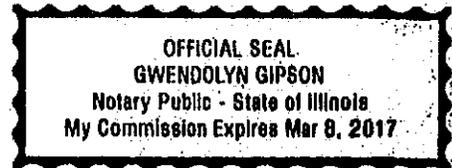
Date

Email

Subscribed and sworn to before me this
18th day of August, 2015.

[Signature]
Notary Public Signature

My commission expires:



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. Miller

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 27 DAY OF October, 2015

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

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

1553-14559D

OR

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

TOTAL AMOUNT OF CONTRACT: \$

40,000⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

OCT 07 2015