

PROFESSIONAL SERVICES AGREEMENT

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

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY OF COOK COUNTY

AND

CHILDREN'S RESEARCH TRIANGLE

CONTRACT NO. 1553-14559F

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

OCT 07 2015

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

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

ARTICLE 8) SPECIAL CONDITIONS.....	16
a) Warranties and Representations.....	16
b) Ethics	17
c) Joint and Several Liability.....	17
d) Business Documents.....	18
e) Conflicts of Interest	18
f) Non-Liability of Public Officials	19
 ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET	 19
a) Events of Default Defined	19
b) Remedies	20
c) Early Termination	22
d) Suspension	23
e) Right to Offset	23
f) Delays	23
g) Prepaid Fees	24
 ARTICLE 10) GENERAL CONDITIONS	 24
a) Entire Agreement	24
b) Counterparts	25
c) Contract Amendments	25
d) Governing Law and Jurisdiction.....	26
e) Severability	26
f) Assigns	26
g) Cooperation	26
h) Waiver	26
i) Independent Contractor	27
j) Governmental Joint Purchasing Agreement.....	27
 ARTICLE 11) NOTICES	 28
 ARTICLE 12) AUTHORITY	 29

List of Exhibits

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

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and CHILDREN'S RESEARCH TRIANGLE, 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.

l) 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: Children's Research Triangle
70 East Lake Street, Suite 1300
Chicago, Illinois 60601
Attention: Linda Schwartz, Chief Executive Officer

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



April 30, 2015

Dear Ms. Shannon Andrews,

Children's Research Triangle (CRT) respectfully submits the enclosed proposal in response to RFP number 1553-12559, Violence Prevention, Intervention and Reduction Seed Grants (\$40,000) for the Justice Advisory Council of Cook County. CRT requests \$39,996 to implement the Youth Moving in New Directions (Youth MIND) program from October 1, 2015-September 30, 2016. This program will be conducted at our partner site, Jane Addams High School, in the Pilsen community, under the supervision of CRT's Therapy Director, Amy Groessl, LCSW, and CRT's Research Director, Anne Wells, Ph.D. Project staff is composed of:

Tiffany Conroy, LCSW, *Project Coordinator*-CRT therapist, school site coordinator

Al Fuquan Brooks, LMFT, *Project Therapist*, CRT child and family therapist

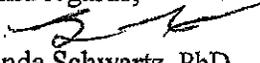
Patricia Pena, LMFT, *Project Therapist*, CRT child and family therapist

Lauren King, MA, *Project Research Coordinator*, CRT research coordinator

Mary Aldugom, *Project Research Assistant*, CRT research assistant

CRT is dedicated to positively impacting the lives of children and adolescents who have experienced complex trauma, including abuse, neglect and exposure to community and domestic violence. We intend to implement Youth MIND with the proposed schedule and budget as it helps fulfill the organization's mission. We appreciate the opportunity to submit this proposal.

Kind regards,


Linda Schwartz, PhD

Chief Executive Officer

70 E. Lake Street, Suite 1300
Chicago, IL 60601

Phone: 312 726-4011
Fax: 312 726-4021
www.childrensresearchtriangle.org

Section C. Agency Description

Children's Research Triangle (CRT) has provided more than 14,000 high-risk youth and their biological, foster, and adoptive families with essential mental health services since its incorporation in June of 1998. A community-based, 501(c)3 nonprofit organization dedicated to positively impacting the lives of vulnerable youth, CRT's mission is to provide research-driven services that improve the quality of life for all children who are at risk for developmental, behavioral, psychological or educational problems. CRT specializes in working with high-risk youth ages 0-21 with histories of physical, sexual, and emotional abuse, exposure to community and domestic violence, neglect, traumatic loss, and substance exposure. The youth we serve struggle with the effects of complex trauma, including neurobehavioral difficulties, developmental delays, emotional and behavioral problems, learning disabilities and a plethora of conditions that adversely affect the quality of their lives. Seeking to fully understand a child's strengths and weaknesses, life circumstances, behavioral issues and mental health status, CRT staff address issues affecting youth through comprehensive screening and assessment, short- and long-term therapy, restorative justice groups, caregiver psychoeducation, community-building and professional training and consultation. We use this spectrum of services as a base for all programs, and then tailor the interventions to fit the individual, family, and organization with whom we work.

CRT's professional staff, which includes experts in the areas of mental health, child development, childhood traumatic stress, research, systems change and program development, serves a diverse clientele that is 47.2% female, 54.2% African-American, 20.7% Latino, 21.1% Caucasian, 4.0% Bi-racial. Ninety-three percent of clients have trauma histories, and many experience school failure, disruptive and aggressive behavior problems, involvement with the juvenile justice system, and victimization.

To increase access to services in neighborhoods with the greatest need, CRT has cultivated nine community partnerships. We provide interventions at Family Focus Englewood, serving at-risk

adolescent mothers, their children and families exposed to chronic home and community violence; House of the Good Shepherd, a domestic violence shelter on Chicago's North Side; Mujeres Latinas en Acción, a social service agency in the Pilsen community where we work with Proyecto Juventud, an interdisciplinary after-school program for boys and girls ages 13-18 focusing on topics including violence prevention, leadership and community advocacy and two SOS Children's Village foster care communities located in Auburn Gresham and Lockport, IL. CRT clinicians also provide specialized on-site, trauma-informed screenings, clinical assessments and treatment services to high-risk youth enrolled in four Chicago schools: Noble Street College Prep High School (West Town), Johnson College Prep High School (Englewood), Edgar Allen Poe Classical Elementary School (Roseland-Pullman), and Chicago Jesuit Academy (Austin). Youth served through CRT programs reside in areas with high incidence of violence: Englewood, Austin, Pilsen, Auburn Gresham, West Englewood, Woodlawn, Humboldt Park, East Garfield Park and Lawndale. In 2014, family members of 17 CRT clients were shot and killed, while 13 clients lost friends to gun violence.

CRT has successfully implemented many longitudinal programs utilizing evidence-based and promising practices targeting the needs of high-risk youth exposed to violence. Supporters of CRT services include the National Child Traumatic Stress Initiative, the Administration for Children and Families, the Illinois Department of Children and Family Services, and UIC's Urban Youth Trauma Center. Our research department evaluates each program to improve service delivery and contribute to scholarly literature. CRT utilizes multiple measurement tools specific to the outcomes within each program. For example, within CRT's Trauma Treatment Program, 2014 data indicates that 80% of youth demonstrated decreased anger, anxiety, depressive symptoms, and PTSD on the Trauma Symptom Checklist for Children, and 88% demonstrated decreased anxiety, depression, rule breaking behavior, and emotional reactivity on the Achenbach Child Behavior Checklist. Additionally, 67% demonstrated decreased rates of truancy, and 47% improved in at least one academic subject.

Section D. Executive Summary

Children's Research Triangle (CRT) is a 501(c)3, nonprofit organization that provides clinical services for children and adolescents at risk for developmental, behavioral, psychological or educational difficulties/challenges. CRT specializes in the assessment and treatment of an extremely high-risk population: youth who have experienced the trauma of community violence, abuse and neglect, and/or prenatal exposure to drugs and alcohol. CRT's clinicians are dedicated to engaging and serving under-resourced communities in collaboration with key partners. For this project, Youth Moving in New Directions (Youth MIND), CRT is partnering with Jane Addams High School (JAHS), an alternative public high school in the Pilsen community. JAHS serves predominantly minority, low-income students residing in multiple neighborhoods plagued with significant violence, including Pilsen, Englewood, Fuller Park, East and West Garfield Park, North and South Lawndale and Washington Park. Specializing in the implementation of evidence-based interventions within a multi-level treatment approach, CRT project therapists will utilize an intervention strategy targeting individuals as well as family and school systems. One hundred and fifty (150) students will be screened following participation in a *Youth Workshop* designed to engage and inform adolescents about the impact of trauma and violence, as well as the process of therapy. Screening will determine treatment placement: ten (10) high risk individuals will be offered therapy incorporating two models, *Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)* and *Attachment, Self-Regulation, and Competency (ARC)*. Forty (40) students considered at moderate risk will participate in treatment groups utilizing the *Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS)* model. Teachers will participate in two in-service workshops designed to increase their understanding of the impact of risk factors, including mental health issues, trauma and violence, on their students. This project will be conducted under the supervision of CRT's Research and Therapy Directors by the following staff:

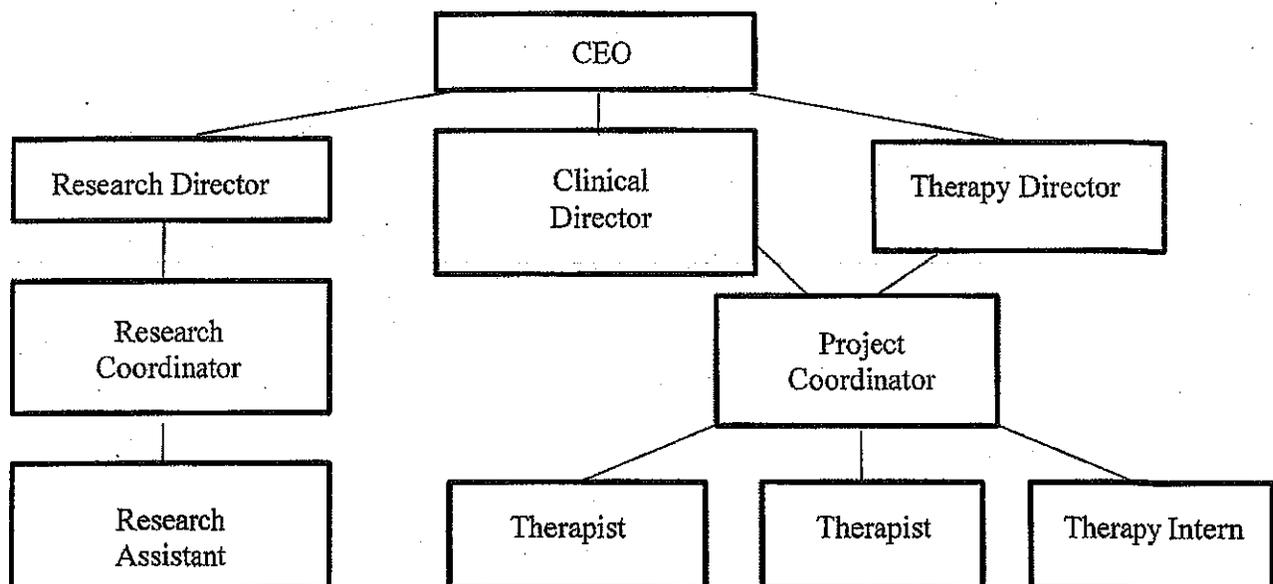
Tiffany Conroy, LCSW, Project Coordinator (7% FTE), will oversee project implementation. Specific duties include day-to-day project management, supervision of project, assignment of staff duties, tracking project activities, and assistance in developing project related reports.

Al Fuquan Brooks, LMFT, Project Therapist (40% FTE), will assist in the recruitment process, curriculum implementation, youth and teacher workshop facilitation, and individual, family and group therapy.

Patricia Pena, MFT, Bi-lingual Project Therapist (20% FTE), will assist in the recruitment process, curriculum implementation, youth and teacher workshop facilitation, and individual, family and group therapy in English and Spanish.

Lauren King, MFP, Research Coordinator (2.5% FTE), will guide data collection, management, and analysis.

Mary Aldugom, Project Research Assistant (2.5% FTE), will ensure that all data is collected, and all information is entered into the project database.



Section E: Description of the Problem

Jane Addams High School (JAHS) is a four-year public high school for Chicago residents ages 16-20 who were unsuccessful in traditional high school settings. Founded in 1984, JAHS provides an alternative educational option to a population of students at high-risk for violence and disengagement from school. Students exhibit the following risk factors, all of which increase the likelihood they will engage in and/or become victims of violence in their communities: substance abuse, poor academic performance, history of victimization, limited familial support, lack of positive peer relationships, DCFS involvement, intergenerational poverty, and involvement in the juvenile and criminal justice systems.

JAHS is located in the Pilsen community and 17% of students reside there. According to the yearly crime statistics for 2014 and 2015, the number of murders in Pilsen increased by 133%, from 3 in 2014 to 7 in 2015. The number of criminal sexual assaults increased from 14 in 2014 to 23 in 2015, which is a 64% growth. The number of aggravated batteries in this community increased by 13%, from 80 in 2014 to 90 in 2015 (Chicago Police, 2015).

With 31 zip codes represented at the school, the second highest percentage of students, 15%, reside in Fuller Park, which consistently ranks as the Chicago neighborhood with the highest rate of violent crime. A significant percentage of students live in East and West Garfield Park, Englewood, North and South Lawndale, and Washington Park, communities that currently rank in the top 10% of neighborhoods with the highest rate of violent crime.

JAHS principal, Ms. Theresa Comparini, provided CRT with disciplinary records for the 2014-2015 academic year. According to these records, JAHS students have engaged in 604 incidents of misconduct since September 2014. Examples include 143 incidents of defiance/disrespect, 77 instances of disruptive behavior, 2 instances of fighting involving more

than two people resulting in injuries, 12 incidents of violence without physical injury, 21 instances of fighting involving two or more people, and 17 drug offenses. The misconduct displayed by JAHS students represents a student body struggling with emotional regulation, lack of impulse control, anger, aggression, and maladaptive coping strategies.

The multitude of risk factors experienced by JAHS students conform to the risk factors identified in the violence prevention research. This research indicates that violent youth are considerably more likely than nonviolent youth to suffer from a range of public health and other problems, including mental health issues and trauma symptoms, substance abuse, and difficulties with school. Moreover, exposure to these risk factors can have a profound impact on the developmental pathways that lead to violence and delinquency in adolescence and young adulthood. Therefore, it is imperative that these youth are linked with protective factors and interventions that will reduce the likelihood of their involvement in future violence. The services proposed by CRT include youth workshops on the impact of trauma, individual, family and group therapy, as well as training for teachers throughout the year. These services address the students' high-risk for engaging in or being subject to violent behaviors and provide students and teachers with effective interventions designed to reduce rates of student violence.

F. Description of Target Population

Jane Addams High School is located in the Pilsen neighborhood, a primarily Latino and low-income neighborhood located in the lower-west side of Chicago. According to the *Local Initiatives Support Chicago* (2015), in 2010, 78% of Pilsen's residents were Latino, 14% were white, and 3% were African American. Twenty-seven percent of Pilsen's residents lived below the poverty level, 6.5% of households received public assistance, and the median income was \$27,477 (LISC Chicago, 2015). Pilsen also has one of the largest incarcerated populations in the City of Chicago. In 2013, Pilsen's 60608 zip code contained the largest group of inmates released from the Illinois' prison system (Marin & Mosely, 2014).

Although located in Pilsen, JAHS data indicates that students reside in multiple Chicago neighborhoods such as Fuller Park, Back of the Yards, East and West Garfield Park, Englewood, North and South Lawndale, Washington Park, Gage Park, Brighton Park and Chicago Lawn. The school's 200 JAHS students range in ages between 16-20; 45% are African American, 45% Hispanic, and the remainder are primarily Caucasian. Spanish is spoken by some students and their families. Ninety percent of the student body is eligible for the free/reduced lunch program.

The students at JAHS experience multiple levels of risk factors for involvement in violence. On an individual level, many have learning disorders, hyperactivity, attention deficits, early aggressive behavior, information processing deficits, as well as emotional disorders. The principle of JAHS estimates that more than 50% of students are involved in the juvenile justice system, at least half have a history of personal violence and trauma and almost all use substances. Familial risk factors include harsh or inconsistent parenting, limited parental involvement, parental substance abuse and family criminality. Peer group factors include delinquent friends and contacts, social rejection, lack of conventional activity, and gang involvement. At the community level, they face economic instability, poverty, prevalent disrupted families and access to firearms.

JAHs students are representative of the client population typically seen at CRT. CRT's programs target high-risk, underserved youth who reside in communities fraught with violence. During the past ten years, CRT's Community Outreach Program clinicians have collaborated with partners on-site in Pilsen, Austen, Englewood, Lawndale, Auburn Gresham and Roseland Pullman. The aforementioned risk factors are prevalent in youth with whom we work routinely, and our programs are designed to address all levels of risk factors specific to the victimization and perpetration of violence.

CRT believes personal transformation does not occur in isolation, so we work tirelessly to generate and support healthy outcomes. Engaging hard-to-engage youth in schools has become a specialty area for CRT. The youth and families we serve are too often faced with significant barriers to treatment, including a constant lack of available providers, inconvenient or discordant services, complex referral processes, transportation issues and negative perceptions about mental health interventions overall. Our on-site, community-based programs increase availability and accessibility of services to youth in need. The program will include a series of *Youth Workshops*, designed to increase awareness of and normalize the responses to traumatic stress, create a safe environment to discuss topics often considered taboo, and provide treatment options for youth impacted by trauma. These workshops have proven to be tremendously successful in engaging youth. For example, Ms. Conroy, project coordinator, provided a workshop at one of our Englewood partner schools, and after the presentation, 38 out of 51 participants indicated their interest in therapy. Ultimately, our theory of how change occurs, which places great emphasis on the therapeutic relationship, leads to successful engagement with the youth we serve. With a focus on maintaining consistency, empathic response, developmental processes and close attention to cultural experience, our clinicians build trust and interpersonal connections that form the bedrock of successful treatment.

Section G: Program Plan and Activities

Youth MIND interventions address specific risk factors, with the aim of reducing or eliminating violence among adolescents as they mature into adulthood. The following are the various risk factors that can impact a JAHS youth's involvement in violence and delinquency: *Individual risk factors:* History of victimization, information processing deficits, hyperactivity, attention deficits, early aggressive behavior, drug and alcohol use, and emotional disorders. These risk factors will be addressed in *Youth Workshops*, individual/ family therapy and group therapy. *Familial risk factors:* Harsh or inconsistent parenting, limited parental involvement, parental substance abuse and family criminality. These will be addressed in individual/family therapy and group therapy, and caregiver engagement and outreach. *Peer group risk factors:* Delinquent friends, social rejection, lack of conventional activity, and gang activity. These will be addressed in *Youth Workshops*, individual/family therapy and group therapy. *Community level risks factors:* Economic instability, poverty, disrupted families and access to firearms. Protective factors related to these risk factors will be increased through the provision of information on community resources and referral and connection to support services. A significant protective factor for students at JAHS is their desire to complete their high school education while faced with these significant adversities and barriers. CRT's proposed Project Youth MIND aims to foster this protective factor and others by addressing the students' psychological needs that, without intervention, can lead to perpetration of violence and/or victimization and derail the focus on academic achievement.

Service Provision

The proposed program for JAHS youth is comprehensive and includes psychoeducation through *Youth Workshops*, screening for risk-factors associated with violence, an assessment that includes standardized measures, evidence-based therapeutic treatment, and workshops for school personnel. Research indicates that youth with a history of traumatic exposure have higher rates of psychiatric

disorders and delinquent behaviors and adjudicated youth have reduced rates of recidivism when they receive mental health treatment.

Psychoeducation: We will provide a *Youth Workshop* to all students at JAHS. These 45-minute workshops are designed to normalize and increase awareness of typical reactions to adverse life events, thereby building the foundation for students to better understand and change maladaptive coping strategies such as substance abuse and aggressive behaviors. Topics include dating violence, bullying, understanding normal stress and trauma reactions, social rejection, and/or exploring healthy coping skills and support systems. *Youth Workshops* will reach at least 150 youth at JAHS. CRT clinical staff has conducted these workshops in various settings over the past 5 years and they have proven highly effective in identifying students, as well as engaging identified youth in the process of therapy. Up to 60% of workshop participants have approached CRT clinicians to express interest in receiving services.

Screening: We will screen 75% of youth at JAHS. Our screening form will identify youth who have experienced a range of risk factors such as interpersonal violence, traumatic events, substance use, juvenile justice involvement, bullying, poverty, homelessness and/or abuse. Project therapists will administer the screening form with all youth who participate in *Youth Workshops*. Following a positive screen for any of the various risk factors, project therapists will consult with school staff to determine whether youth may benefit from individual/family and/or group therapy.

Individual Therapy: Project therapists will utilize two individual therapeutic interventions for those youth identified to be at highest risk. Youth may receive one or both of these interventions, depending on therapeutic need. The first is the Attachment, Self-Regulation, and Competency (ARC) model, a therapeutic treatment framework recognized by the NCTSN as a promising practice. There are 10 core intervention targets, including creating safe and supportive caregiving systems and increasing youth capacity to identify, modulate, and express emotional and physiological experiences. ARC embeds

cultural considerations into all components of treatment. The second intervention is Trauma-Focused Cognitive Behavior Therapy (TF-CBT), an evidence-based treatment approach that integrates several established treatment modalities, including cognitive behavioral therapy and family therapy. TF-CBT has been implemented in clinics, schools, homes and inpatient settings and is effective with youth and families from different cultural backgrounds. Research indicates that TF-CBT is effective in improving PTSD, depression, anxiety, externalizing behaviors such as aggression, and sexualized behaviors. Regardless of the intervention, every attempt will be made to engage parents and caretakers in the therapeutic process, and at minimum will involve providing psychoeducational materials.

Group Therapy: For our group intervention, we will utilize the evidenced-based model Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS). CRT therapists have been facilitating SPARCS in schools, community agencies, and at our clinic since 2009 and have found the intervention to be especially useful with at-risk youth, including those who struggle with physical and verbal conflict with peers, disruptive behaviors in the classroom, and difficulty with effective communication of needs. SPARCS is based on three empirically validated interventions that were adapted and integrated in an effort to address topics specifically relevant to adolescents exposed to chronic stress and trauma, including 1) Dialectical Behavior Therapy for Adolescents (DBT-A), 2) Trauma Adaptive Recovery – Group Education and Therapy (TARGET), and 3) School-Based Trauma/Grief Group Psychotherapy Program. SPARCS is a present-oriented, strength-based intervention that focuses on enhancing resilience through the development of important self-regulatory, problem-solving, communication skills, and positive connection with others. Identified by the National Child Traumatic Stress Network (NCTSN) as a best practice, SPARCS addresses many of the challenges that at-risk youth face. These challenges may include adolescents who are living with ongoing stress and who may be experiencing problems in several areas of functioning, including

difficulties with affect regulation and impulsivity, self-perception, relationships, and dissociation. SPARCS has been successfully implemented with at-risk youth in various service systems, including schools, juvenile justice, and child welfare. The intervention is appropriate for traumatized adolescents with or without current posttraumatic stress disorder, and also addresses youth who are struggling with behavior problems, delinquency, violence and substance use/abuse. Psychoeducation is provided regarding common reactions youth have to stress and group members practice acquired skills over multiple sessions through the use of role-plays, group discussion, and practice assignments.

Teacher In-Service Training Workshops: In addition to the clinical services, project staff will also conduct two school staff in-service trainings throughout the year. Topics may include: "Behavior Management and De-escalation Techniques," "Intro to Trauma, Impact on Brain Development and Strategies," "Factors that Contribute to Youth Violence and Preventions Strategies for the Classroom," and "Teacher Self-Awareness and Self-Care."

Number of Youth to be Served

The project will serve a minimum of 150 youth who will participate in *Youth Workshops* and will receive the screening measure. Youth who screen positive will be placed in either individual/family and/or group therapy, depending on the recommendations of school staff. 40 youth will participate in group therapy (each group lasts for 18-20 weeks and is led by 2 project therapists) and 10 will participate in intensive individual therapy for up to the entire funding year. For youth in individual therapy, project therapists will make efforts to engage caretakers in the treatment through participation in family therapy. In preparation for Project Youth MIND, we propose the following Implementation Schedule (project therapists will conduct all activities, unless otherwise noted):

September 2015:

1. Project team will conduct weekly planning meetings with CRT and JAHS staff;

2. Project therapists review SPARCS/Project, coordinator trains graduate intern in SPARCS curriculum.

October 2015:

1. CRT project team finalizes program details with JAHS staff and develops a Networking Agreement;
2. Conduct *Youth Workshops* in every JAHS class and screen youth who participated in *Workshops*.
3. Collect mental health and research consent forms;
4. Conduct weekly CRT and monthly JAHS staff meetings to monitor program implementation.

November 2015:

1. Determine youth placement in SPARCS groups or individual therapy;
2. Begin SPARCS groups and individual therapy and collect baseline program evaluation data;
3. Engage caregivers of youth in individual and group therapy;
4. Conduct bi-monthly CRT and monthly JAHS staff meetings to monitor program implementation.

December 2015:

1. Conduct first school personnel training workshop;
2. Continue weekly group and individual psychotherapy.

January - August 2016:

1. Project team will conduct bi-monthly CRT and monthly JAHS staff meetings to monitor project implementation;
2. Continue weekly group and individual psychotherapy.

February 2016 – June 2016:

1. Conduct second school personnel training workshop.

June 2016 – September 2016:

1. Collect final outcome measures;
2. Research team conducts data analyses.

Section H: Expected Outcomes

CRT's research department conducts program evaluation for all clinical service interventions. Experienced with large-scale longitudinal projects, we completed several studies funded through the National Institute on Drug Abuse, the Centers for Disease Control and Prevention, the U.S. Department of Education, ACF, and SAMHSA. Process and outcome measures were selected to assess change at both the system and individual levels using qualitative and quantitative measures.

Objective 1: Partners will demonstrate a positive working relationship and adherence to the timeline throughout the project period.

Activity 1: Survey the leadership team on a semi-annual basis with Partner Process Survey.

Outcome 1: Results of surveys will reveal a moderate to high level of satisfaction with the relationship between partners and a high level of adherence to the project timeline.

Objective 2: Therapy participants will report engagement in the therapy process.

Activity 2: Survey clients monthly on their ongoing perceptions of the therapeutic process with Therapeutic Process Survey.

Outcome 2: Therapy participants' ongoing feedback will be shared with the therapists in order to optimize participant engagement.

Objective 3: Project staff will be utilized to meet school's evolving needs.

Activity 3: Monitor therapists' workload to identify usage of resources.

Outcome 3: Service utilization patterns will be identified and used to tweak program services.

Objective 4: Project Staff will increase identification of youth at risk for involvement in violence.

Activity 4a: Conduct *Youth Workshops*, designed to quickly engage students and overcome the barriers that can prevent youth from obtaining needed therapeutic services. These workshops increase awareness of and normalize responses to stress and trauma, create a safe environment to discuss topics often considered taboo, and provide treatment options for youth experiencing trauma.

Outcome 4a: 150 students will participate in a *Youth Workshop*.

Activity 4b: Screen all workshop participants for violence risk and history of trauma.

Outcome 4b: 150 students will be screened for trauma and violence risk factors.

Objective 5: Provide students with intervention to decrease risk for violence.

Activity 5a: Identify 40 students whose screen indicates moderate risk for referral to SPARCS and 10 students whose screen indicates high risk for referral to individual therapy.

Outcome 5a: 50 students will participate in therapy (40 in SPARCS and 10 in individual).

Activity 5b: Send quarterly information to caregivers to build rapport and trust in CRT services; provide information that can help caregivers understand and effectively respond to their children.

Outcome 5b: A minimum of 10 parents will be given supportive materials.

Objective 6: Therapy participants will demonstrate decreased trauma symptoms.

Activity 6: Administer the *Posttraumatic Stress Disorder Checklist for DSM-5* pre/post therapy.

Outcome 6: 75% of youth will demonstrate decreased trauma-specific symptoms.

Objective 7: Therapy participants will demonstrate improved emotional and behavioral functioning.

Activity 7: Administer the *Youth Self Report (YSR)* or *Adult Self Report (ASR)* pre/post therapy.

Outcome 7: 75% of youth will demonstrate improved emotional and behavioral functioning.

Objective 8: Therapy participants will demonstrate decreased risk for violence.

Activity 8: Administer *Student Survey on Violence* and the *Modified Aggression Scale* pre/post therapy.

Outcome 8: 75% of youth will demonstrate decreased risk for violence involvement.

Objective 9: Increase school system capacity, awareness and understanding regarding the effects of traumatic stress on students.

Activity 9: Conduct two teacher in-service trainings focused on the impact of trauma on students.

Outcome 9: 80% of participants will show increased awareness based on *Knowledge Surveys*.

Section I: Planning and Preparation Activities

CRT has experience with conducting longitudinal projects that target the needs of high-risk youth. Project Youth MIND will be implemented at our new partner site, Jane Addams High School, located in Chicago's Pilsen community. Through our conversations with JAHS Principal, Ms. Theresa Comparini, we have become aware of the innumerable issues the students at JAHS face and have developed a multi-tiered intervention strategy to meet their needs.

To prepare for Youth MIND we will begin the process in September 2015, so the program can begin onsite at JAHS on October 1, 2015. During the month of September, the project coordinator, Tiffany Conroy, will conduct weekly planning meetings with CRT project staff and key JAHS staff to decide logistical issues, such as specific days/times CRT staff will be in school and location of space dedicated to project interventions. The project therapists will review and the student intern will be trained on the SPARCS curriculum, which will be offered to up to 40 youth during the duration of the project. Based on her experience presenting multiple youth workshops, Ms. Conroy will assist project therapists to identify and organize materials for the workshops including developing an outline for presentation content and collecting and/or developing supplemental information to share with participants to increase engagement and retention of information. Materials will be collected for distribution to JAHS teachers and staff to increase their understanding of the impact of mental health issues, trauma and violence risk factors on their students. Flyers for the program will be developed to market services to students and their families.

During the month of October, project therapists will conduct *Youth Workshops* for the majority of students enrolled at JAHS. We will attempt to provide a *Youth Workshop* for every student and our goal is that 75% of all those enrolled at JAHS will participate. Those students who do participate in a *Youth Workshop* will receive a Youth MIND screening form, which will help project therapists

determine which youth may benefit from individual, family and/or group therapy. In preparation for measuring outcomes, project therapists will complete the program evaluation consent process and administer standardized measures with those youth who have been identified to participate in therapy.

Section L: Qualifications of the Proposer

With 32 full-time and 10 part-time employees, since 1998 Children's Research Triangle's licensed clinical and research staff has specialized in designing and implementing interventions for youth struggling with severe mental health and behavioral challenges associated with trauma, abuse and complex neurodevelopmental issues. CRT's target population consists of youth and families who reside in Chicago's most underserved communities and who are among the city's most vulnerable populations. We serve some of Chicago's most violent communities. Partner organizations at which CRT currently provides specialized trauma-informed clinical assessment and treatment services are Mujeres Latinas en Acción (Pilsen), Johnson College Prep High School (Englewood), Edgar Allan Poe Elementary School (Roseland-Pullman), Family Focus Englewood (Englewood), Noble Street College Prep High School (West Town), Chicago Jesuit Academy (Austin), House of the Good Shepherd (a domestic violence agency on Chicago's north side), and two SOS Village sites in Auburn-Gresham and Lockport. CRT's intensive screening, assessment and treatment services have revealed immense need for trauma-focused interventions within our target communities. Based on our most recent data, 93% of youth at our nine community sites screen positive for trauma.

Experienced with the implementation of clinic and community-based interventions that both prevent and reduce the incidence of interpersonal violence, as well as research and evaluation of program outcomes, CRT currently conducts numerous projects that are relevant to the proposed project:

Behavioral Health Contract-- Illinois Department of Children and Family Services enables CRT staff to conduct psychological evaluations and therapy for youth impacted by trauma and violence in Cook County. Initially awarded in 1998 when CRT was established, this contract has been renewed annually since that time at the amount of \$200,000 per year. Contact: Sam Gillespie.

Trauma Treatment Program-- Since receiving a National Child Traumatic Stress Initiative Community Treatment and Service Centers grant from SAMHSA in 2009 (the initial three-year grant

was renewed for four additional years in 2012), CRT has expanded the reach of our trauma-informed services to nine locations in addition to our Chicago Loop clinic. CRT also provides training and consultation to professionals and community members regarding the impact of trauma and violence on youth and their families. SAMHSA also funds staff training in multiple evidence-based treatment models. The current four-year grant award is \$399,893 per year. Contact: Anne Kagi.

SOS Children's Villages Illinois-- In 2008, CRT began partnering with SOS Children's Village in Chicago, and in 2011 expanded services to their Lockport Village location. In 2012 SOS awarded CRT a contract to be their sole provider of clinical services. The children in the SOS foster care villages have endured multiple traumatic experiences: parental mental illness, sexual, physical and/or emotional abuse, neglect, and loss of family. Collaborating with SOS staff, CRT therapists provide intensive mental health interventions for foster children, as well as their biological and foster parents, and also staff training and consultation. The contract is \$237,855 annually. Contact: Tita Yutic.

Community Outreach Program--Established in 2006, this program provides community-based clinical services in English and Spanish to children in need through partnerships with local schools and social service agencies in some of Chicago's most underserved areas. The program addresses the impact of family and community violence on youth by improving behavioral and emotional outcomes and preventing future victimization and violent behavior. In 2015, we began piloting a Restorative Justice initiative at Edgar Allen Poe Classical School. Funding is provided by local foundation grants, the Attorney General Crime Victims Assistance Act Grant and private donors. Current foundation funding is \$338,389. Contact: Eric Dockery.

Project Unite--In November 2014, CRT joined the Urban Youth Trauma Center's Unifying Neighborhoods In Trauma Effectiveness grant program (UNITE). This program was created to raise awareness of the needs of youth exposed to violence and involved in court, juvenile justice, and law enforcement systems. Tiffany Conroy provides YOUTH-CAN trauma trainings throughout the city of

Chicago with a focus on improving the local community's ability to organize and mobilize responses to community violence. Contract value is \$8,000 per year. Contact: Jaleel Abdul-Adil.

Office of Violence Prevention, Chicago Department of Public Health-CRT Therapy Coordinator, Julianna Wesolowski, has worked with Marlita White, Director of the Office of Violence prevention since 2010 on the Chicago Safe Start implementation Advisory Board. The goal of this board is to reduce and prevent young children's exposure to violence. This is a voluntary activity with no financial compensation. Contact: Marlita White.

Contact List

- a. Sam Gillespie-DCFS Alcohol and Other Drug (AOD) Services Administrator for the DCFS Service Intervention Division. DCFS Clinical Services Division, 100 Randolph, Ste. 6200 Chicago, Illinois 60601. Phone: 312-814-6858, Sam.Gillespie@illinois.gov
- b. Tita Yutuc, LCSW, Chief Operating officer -SOS Children's Villages Illinois (2012-present) Cell: 312- 388-1919, tyutuc@sosillinois.org
- c. Anne Kagi, MPA Network Liaison, National Center for Child Traumatic Stress, Duke University P: 919-613-9891, anne.kagi@duke.edu
- d. Eric R. Dockery, Principal, Edgar Allen Poe Elementary Classical School, 10538 S Langley Ave, Chicago, IL 60628, Phone: 773- 841-0651, edockery@eps.edu
- e. Jaleel Abdul-Adil , Ph.D., Co-Director of the Urban Youth Trauma Center (UYTC), Associate Professor of Clinical Psychology in Psychiatry, University of Illinois at Chicago (UIC), Institute for Juvenile Research (MC 747), Department of Psychiatry. 1747 West Roosevelt Road, Room 155 Chicago, IL 60608-1264, Phone: 312- 413-1371, jabdul@psych.uic.edu
- f. Marlita White- Director, *Office of Violence Prevention and Behavioral Health*, Chicago Dept. of Public Health, 333 S State Street, Suite 200, Chicago, IL 60604, Office: 312-747-9396, marlita.white@cityofchicago.org



Jane Addams High School

April 23, 2015

To Whom It May Concern:

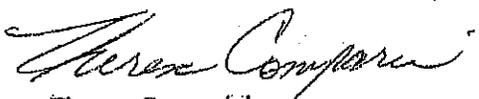
As the principal of Jane Addams High School, and behalf of our staff and students, I write you this letter to express my support for partnership with Children's Research Triangle (CRT). I came to learn about CRT while discussing the needs of my students, and the lack of resources available, with a CRT therapist who provides services to one of my students outside of school. Further consultation with additional staff at CRT regarding the intensity of the needs of students at Jane Addams lead to this evolving partnership.

Jane Addams High School is a public four-year high school located in Pilsen and serves students grades 9-12. We provide educational opportunities to Chicago residents between the ages of 16-20 who, for a variety of reasons, have struggled in traditional high school settings. Our students face a myriad of issues including: violence perpetration and/or victimization, intergeneration poverty and lack of educational opportunities, grief and loss, involvement in the criminal justice system, substance abuse, teen parenting and at-risk for teen pregnancy, and LGBTQ discrimination. The stories that our students carry inside of them are equally heartbreaking and overwhelming due to the insurmountable task of fostering their academic success while being faced with lack of resources to address their psychological needs.

After multiple conversations with the dedicated and knowledgeable staff at CRT I feel confident that joining them in partnership would be beneficial to our students here at Jane Addams. We strive to provide high quality school for at-risk students, opening numerous doors by significantly expanding students' skill sets so they may access greater opportunities to build meaningful, independent lives. Jane Addams' mission and vision threefold: Critical Thinking Skills, Personal Responsibility, and Self-Sufficiency. I believe that the potential partnership between Jane Addams and CRT could fill in the gaps that my staff and I face to support our student's social-emotional needs, which hinders them from achieving their fullest potential. A partnership with CRT could enhance our student's abilities to heal from their adverse experiences and turn their pain to power to build meaningful, independent lives.

Thank you for your time and your consideration.

Sincerely,



Theresa Comparini
Executive Director/Principal

Section M: Key Personnel

Tiffany Conroy, LCSW, Program Coordinator (7% FTE), will oversee project implementation.

Specific duties include: day-to-day project management, liaison to Jane Addams High School, assignment of staff duties, tracking project activities, and assistance in developing project related reports. Ms. Conroy will communicate with project partners, and coordinate outreach and recruitment. Ms. Conroy, a Licensed Clinical Social Worker, provides therapy to CRT clients who have experienced acute and complex trauma, and is involved in various activities to support communities in responding to violence and preventing future harm. These efforts include serving as the CRT liaison for the NCTSN with Youth and Families and Community Violence (CV) Committees. Ms. Conroy is also the co-chair of the Screening and Assessment for Community Violence Subcommittee of the CV Committee. Since November 2014, Ms. Conroy has been part of the UNITE program with UIC's Urban Youth Trauma Center. In her work with UNITE, Ms. Conroy trains clinicians in the implementation of STRONG Families, a manualized therapy intervention for families experiencing trauma associated with community violence, and facilitates YOUTH-CAN trainings throughout Chicago which address the impact of trauma and provide best practices for responding to community violence. Ms. Conroy oversees CRT's clinical services at Poe Elementary Classical School and developed the Poe Restorative Ambassadors program, a student training program aimed at supporting Poe to use restorative practices when addressing conflict. Ms. Conroy also manages the CRT Youth Advisory Board which integrates youth voice into CRT's programs and implementation of services. Additionally, in 2014 Ms. Conroy was selected to participate in, and completed, the NVAA Leadership Academy through The Office for Victims of Crime Training and Technical Assistance Center, a component of the Office for Victims of Crime, Office of Justice Programs, US Department of Justice. Finally, in 2015 Ms. Conroy was awarded a Community Spirit Award from Chicago Safe Start, a program of the Chicago Department of Public Health, in recognition of her leadership in addressing childhood exposure to violence.

Al Fuquan Brooks, LMFT, Project Therapist (40% FTE), will assist in the recruitment process, curriculum implementation, facilitate youth and teacher workshops, and provide individual, family and group therapy. Mr. Brooks provides specialized training in individual and family therapy. He also has formal training and experience in Addictions Counseling. Mr. Brooks currently provides individual and family therapy for CRT at SOS Children's Village Illinois, Chicago Village. Mr. Brooks has several years of experience working with foster care families, and youth in residential treatment. A resident of the Pilsen community for the past two and a half years, he is also a five year veteran of the Armed Services.

Patricia Peña, MFT, Project Therapist (20% FTE), will assist in the recruitment process, curriculum implementation, facilitate youth and teacher workshops, and provide individual, family and group therapy. Ms. Peña currently provides individual and family therapy at several of CRT's partner sites, including SOS Children's Village, Mujeres Latinas en Acción, House of the Good Shepherd, and Noble Street College Prep High School. Ms. Peña is bilingual and is fluent in Spanish. She has completed 40-Hours of Domestic Violence Training and has experience working with women and children who are survivors of Domestic Violence. Ms. Peña also has a breadth of experience in providing individual and family therapy in various CPS Schools, in addition to providing mental health consultation for the Head Start program.

Lauren King, M.A., Forensic Psychology, Research Coordinator (2.5% FTE), will oversee the project evaluation team, guide data collection, management, and analysis. Ms. King has extensive experience with program evaluation including multiple local evaluations for at-risk youth. Ms. King also served as the data manager for four federal grant programs. Previously she worked as an adjunct faculty member for The Chicago School of Professional Psychology where she taught Diversity and Community

Engagement. She also served as a project manager for an evaluation of a local gang intervention organization serving court-involved youth.

Mary Aldugom *Project Research Assistant (2.5% FTE)* will ensure that all data is collected, and all information is entered into the project database.

Section N: Sub-contracting or Teaming

CRT maintains nine community partnerships where clinicians provide-on site therapeutic services and teacher trainings. This project will involve an exciting new partnership with Jane Addams High School. Founded in 1984, Jane Addams High School is a public four-year alternative high school for Chicago residents age 16-20 who have been unsuccessful in traditional high school settings. Jane Addams is in the Pilsen community and serves as a second, and often final, chance for students to complete their high school degree. Jane Addams' principal, Ms. Comparini, was introduced to CRT services after collaborating with a CRT therapist who provides services to a Jane Addams student. Ms. Comparini expressed a desire to partner with CRT due to the lack of resources available to address barriers students face in both completing their education and breaking the cycles of violence and poverty in their families. These barriers include, but are not limited to, grief due to the loss of family and friends to violence, lack of familial support, gang activity, violence perpetration and/or victimization, LGBTQ prejudice, involvement with the juvenile/criminal justice system, DCFS involvement, substance abuse, teen parenting and teenage pregnancy, and mental health concerns.

According to disciplinary records provided by Jane Addams administration, in the 2014-2015 school year alone they have experienced 604 incidents of misconduct. This includes 17 drug offenses, 12 incidents of violence without physical injury, 21 instances of fighting with two or more people, 2 instances of fighting with more than two people involving injuries, and 77 instances of behavior that is disruptive to process of instruction. The conduct issues displayed by the Jane Addams student body are representative of youth who struggle with impulse control, aggression, and maladaptive coping strategies. The services that CRT would provide to Jane Addams students, including youth workshops on the impact of trauma, individual therapy, and SPARCS group therapy would target these behaviors

and provide students and staff with effective interventions to address these concerns on a personal as well as systematic level.

CRT staff has engaged in conversations about this developing partnership not only with Ms. Comparini, but also with other Jane Addams staff, as well as multiple students. These discussions have yielded unanimous support for CRT to partner with Jane Addams to address the social-emotional needs of students that negatively impact their abilities to succeed in their educational endeavors. CRT has extensive experience partnering with other agencies, and currently provides services at nine community sites throughout the city of Chicago, including Mujeres Latinas en Acción (MLEA) which is also located in the Pilsen community. After careful assessment, CRT leadership determined that needs of the students at Jane Addams aligned with CRT's mission to provide interventions to high-risk youth. As previously mentioned, the students at Jane Addams are often there as a last-resort to complete their high school education. Their willingness to attend high school in the face of substantial adversity, and when no longer legally required, is a significant strength and should be fostered. The administration of Jane Addams is dedicated to supporting their students to achieve academically and develop as independent agents of change. These efforts, combined with CRT's mission to provide interventions that address the social-emotional needs of students, could provide the wrap-around supports they need to promote healing from their adverse experiences in order to succeed academically and to break the negative cycles of poverty and violence they have faced.

EXHIBIT 2

Schedule of Compensation

Appendix II - Budget Justification Form (Budget Narrative)

Personnel

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

Tiffany Conroy LCSW, Program Coordinator (7% FTE), will oversee project implementation. Specific
duties include: day-to-day project management, supervision of project, assignment of staff duties,
tracking project activities and assistance in developing project related reports. Ms. Conroy will
communicate with project partners, and coordinate outreach and recruitment.

Al Fuquan Brooks, LMFT, Project Therapist (40% FTE), will assist in the recruitment process, curriculum
implementations, facilitate youth and teacher workshops, and provide individual, family and group
therapy.

Patricia Pena, Project Therapist (20% FTE), will assist in the recruitment process, curriculum
implementation, facilitates youth and teacher workshops, and provides individual, family and group
therapy.

Lauren King, MA, Research Coordinator (2.5% FTE), will guide data collection, management, and
analysis.

Funds to cover FICA taxes are being requested. CRT will cover the costs for federal and state
withholding, along with costs for health, dental, and vision insurance for staff.

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.

Mary Aldugom (.025), Project Research Assistant, will ensure that all data is collected, and all
information is entered into the project data base.

Equipment

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

No equipment will be purchased for this project.

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.

Material and supplies include: outcome measurement tools; general supplies including copy paper
and printer cartridges; and therapy, youth workshop and teacher in-service supplies,
including art materials.

Printing

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

No printing will be necessary as part of this project.

Other Direct Costs

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

No other direct costs will be necessary as part of this project.

Indirect Costs

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

Indirect or shared costs include office space which provides a venue for the project staff to organize and document the necessary data used in the outcome measurements. In addition, accounting staff will be utilized for the purpose of invoicing and tracking costs of the project.

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.

There are two key components to CRT's programmatic sustainability: data-based information and multiple funding streams. Due to our strong evaluation capabilities, we are able to approach a diverse group of funders with strong data that demonstrates the need for continuing grant-funded programs. Matching our results to the specific interest of funders has resulted in multiple funding streams. CRT's fundraising strategy is multi-pronged and includes prospecting of and outreach to additional local charitable foundations, an annual gala, annual appeal, and multiple events coordinated by CRT's associate board. CRT strives to sustain existing funding while seeking new funding opportunities to support prudent program expansion.

EXHIBIT 3

Evidence of Insurance

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
12/19/14

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 The Lubin-Bergman Organization 5 Revere Drive-Suite 370 Northbrook, IL 60062-1566	847-673-4900	CONTACT NAME: Scott Spector	
	847-559-8400	PHONE (A/C, No, Ext): 847-763-5324	FAX (A/C, No): 847-559-8400
		E-MAIL ADDRESS: sspector@lbsco.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Granite State Insurance Co.	23809
		INSURER B: New York Marine and General	16608
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Childrens Research Triangle
70 E. Lake Street #1300
Chicago, IL 60601

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	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		02LX024055128	12/20/14	12/20/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Abuse & Molestatl						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 3,000,000
							Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY			02LX024055128	12/20/14	12/20/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB			02LX024055128	12/20/14	12/20/15	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC201400007848	12/20/14	12/20/15	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Certificate Holder is an Additional Insured which includes Cook County, its officials, employees, and its agents with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Contract # 1553-14559F
Cook County
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, IL 60602

ANSON-1

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

Steven Dubrow

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EXHIBIT 4

Identification of Subcontractor/Supplier/SubConsultant Form

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

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

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

Bid/RFP/RFQ No.: 1553-14559	Date: 10/16/2015
Total Bid or Proposal Amount: \$40,000	Contract Title: Violence Prevention, Intervention, & Reduction Grant for the Justice Advisory Council
Contractor: Children's Research Triangle, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: Not Applicable
Authorized Contact for Contractor: Linda Schwartz	Authorized Contact for Subcontractor/Supplier/Subconsultant:
Email Address (Contractor): lschwartz@cr-triangle.org	Email Address (Subcontractor):
Company Address (Contractor): 70 E. Lake Street, Suite 1300	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60601	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 312-726-4011 & 312-726-4021 (fax)	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates (Contractor): 11/1/2015 - 10/31/2016	Estimated Start and Completion Dates (Subcontractor):

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Not Applicable	

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

Contractor Children's Research Triangle, Inc.

Name Linda Schwartz

Title CEO

Prime Contractor Signature

Date 10/19/2015



[Handwritten Signature]

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:		Status:	Approved
File created:	8/25/2015	In control:		In control:	Board of Commissioners
On agenda:	10/7/2015	Final action:		Final action:	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. 1553-14559F
Vendor: Children's Research Triangle

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
5	Cook County Signature Page	EDS 14

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2

CERTIFICATIONS

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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
NONE	

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:

70 E. Lake Street, Suite 1300, Chicago, IL 60601

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): NONE

(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:

NONE

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 Children's Research Triangle, Inc.

D/B/A: _____ FEIN NO/SSN (LAST FOUR DIGITS): 6142

Street Address: 70 E. Lake Street, Suite 1300

City: Chicago State: IL Zip Code: 60601

Phone No.: 312-726-4011 Fax Number: 312-726-4021 Email: _____

Cook County Business Registration Number: NONE
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): NONE

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Non-profit Domestic Corporation

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
NONE		

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

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

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

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Linda Schwartz	2424 Greenwood Ct, Glenview, IL 60025	President	Open
Colleen Giltz	501 N Indiana St, Hobart, IN 46342	Secretary	Open

Declaration (check the applicable box):

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

Linda Schwartz

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

Signature

lschwartz@cr-triangle.org
E-mail address

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

Susan M. DeKoker
Notary Public Signature

CEO

Title

Date

312-726-4011, ext. 5672
Phone Number

My commission expires: 3-8-16

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: Children's Research Triangle, Inc.

Address of Person Doing Business with the County: 70 E. Lake St, Suite 1300, Chicago, IL 60601

Phone number of Person Doing Business with the County: 312-726-4011

Email address of Person Doing Business with the County: lschwartz@cr-triangle.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:

Linda Schwartz, CEO lschwartz@cr-triangle.org 312-726-4011, ext. 5672

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

RFP NO. 1553-14559

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 40,000

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

Shannon E Andrews, Chief Procurement Officer 118 N Clark St, Rm 1018, Chicago, IL 60602

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: _____

Kevin Casey, Specification Engineer 312-603-6830, kevin.casey@cookcountyil.gov

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Recipient

4-30-15

Date

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

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

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

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

Execution by Corporation

Linda Schwartz

President's Name
312-726-4011, ext. 5672

Telephone
Collen A. Berty

Secretary Signature

[Signature]

President's Signature
lschwartz@cr-triangle.org

Email

Date

Execution by LLC

Member/Manager (Signature)*

Telephone

Date

Email

Execution by Partnership/Joint Venture

Partner/Joint Venturer (Signature)*

Telephone

Date

Email

Execution by Sole Proprietorship

Signature

Telephone

Date

Email

Subscribed and sworn to before me this

30 day of April, 2015

My commission expires: 3.8.16

[Signature]

Notary Public Signature

Notary Seal


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

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

1553-14559 F

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