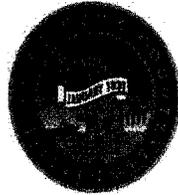


**PROFESSIONAL SERVICES AGREEMENT**

**RESTORATIVE JUSTICE PROGRAM GRANTS (\$100,000)**

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

ADLER UNIVERSITY

CONTRACT NO. 1553-14829A

# PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

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

**AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Adler University, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

**BACKGROUND**

*The County of Cook issued a Request for Proposals "RFP" for Restorative Justice Program Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

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

**NOW, THEREFORE**, the County and Consultant agree as follows:

**TERMS AND CONDITIONS**

**ARTICLE 1) INCORPORATION OF BACKGROUND**

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

**ARTICLE 2) DEFINITIONS**

a) Definitions

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

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

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

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

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

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

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

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

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

a) **Scope of Services**

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

b) **Deliverables**

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

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

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

**c) Standard of Performance**

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

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

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

**d) Personnel**

**i) Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

e) **Minority and Women Owned Business Enterprises Commitment**

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

f) **Insurance**

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

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

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

(2) Commercial General Liability (Primary and Umbrella)

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

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

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

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

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

(5) Valuable Papers

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

ii) **Additional Requirements**

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

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

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

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

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

**i) Patents, Copyrights and Licenses**

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

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

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

**j) Examination of Records and Audits**

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

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

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

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

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

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

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

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

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

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

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

**l) Professional Social Services**

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

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

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2016 ("**Effective Date**") and continue until December 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

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

**c) Agreement Extension Option**

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

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

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

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

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

**f) Price Reduction**

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

**g) Consultant Credits**

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

**ARTICLE 6) DISPUTES**

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

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

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

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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

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

**ARTICLE 8) SPECIAL CONDITIONS**

**a) Warranties and Representations**

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

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

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

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

**c) Joint and Several Liability**

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

d) **Business Documents**

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

e) **Conflicts of Interest**

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

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

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

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

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

**a) Events of Default Defined**

The following constitute events of default:

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

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

**b) Remedies**

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

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

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

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

**c) Early Termination**

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

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

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

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

**d) Suspension**

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

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

**e) Right to Offset**

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

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

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

**f) Delays**

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

**g) Prepaid Fees**

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

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

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

**ii) No Collateral Agreements**

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

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

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

b) **Counterparts**

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

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

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

**e) Severability**

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

**f) Assigns**

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

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

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

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

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

**j) Governmental Joint Purchasing Agreement**

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

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County:       Justice Advisory Council  
69 West Washington Street, Room 1110  
Chicago, Illinois 60602  
Attention: Lanetta Haynes Turner

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant:       Adler University  
17 North Dearborn Avenue  
Chicago, Illinois 60602  
Attention: Elena Quintana, Executive Director

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

**ARTICLE 12) AUTHORITY**

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

EXHIBIT 1

Scope of Services

## Section A: Cover Letter

Dear Reviewer,

For decades, mass incarceration has systemically marginalized poor communities of color, rendering them chronically truant, unemployed, and in the path of life-threatening violence.

Currently we are in a time when there has been a shift in thinking. Governments and systems are open to reversing mass incarceration, and finding community alternatives to detention that foster and promote human potential. However, a serious challenge exists in ensuring that community-based service providers have the capacity needed to adequately service their communities.

Consequently, we submit a grant in response to the Cook County Request for Proposals- Restorative Justice Grants to support the work of Adler University's Institute on Public Safety and Social Justice (IPSSJ) and our four other organization partners, the Restorative Justice Hubs. Through this grant, we hope to increase the capacity of our community-based Restorative Justice Hubs to help young people most affected by violence and criminalization.

IPSSJ has worked to convene community Restorative Justice efforts into a coalition of Restorative Justice Hubs. This project is the result of a collaboration between several community based organizations, which provide Restorative Justice programming in these community areas. The organizations, and their respective communities are: Lawndale Christian Legal Center in North Lawndale, Precious Blood Ministries of Reconciliation in New City, New Life Centers Urban Life Skills in Little Village, and Circles and Ciphers which operates in Department of Child and Family Services (DCFS) group homes in Rogers Park.

We are requesting \$100,000 to increase community capacity to implement more Restorative Justice peace circles, and to implement a rigorous evaluation to examine the positive effects of

Restorative Justice efforts. We are excited about the potential this initiative has to make Chicago a model of comprehensive, effective Restorative Justice programming for youth, families, and communities.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Elena Quintana', written in black ink.

Elena Quintana, Ph.D.

Executive Director

Adler Institute on Public Safety and Social Justice

312-662-4021

## **Section B: Agency Description**

Since 1954, Adler University has been a pioneer of socially responsible psychology. Adler University educates socially responsible mental health practitioners, engages disadvantaged communities to address their most pressing needs, and advances social justice in the service of society's marginalized population. The Institute on Public Safety and Social Justice (IPSSJ) at Adler University helps the university its mission in Chicago's communities. IPSSJ's theory of change is that public safety works best when placed in control of communities and those most impacted by crime and violence. Public safety, in this sense, is a function of strong communities with high functioning organizations that work effectively with youth and families. These organizations build community capacity, improve the lives of individuals and families, and work to undo unjust policies.

IPSSJ addresses public safety challenges with a broad array of community based restorative justice strategies. It achieves these aims through research, public education, policy advocacy, organizational capacity building, youth programming, and program evaluation. IPSSJ has been involved in restorative justice initiatives and evaluations in collaboration with a number of other organizations both nationally and internationally. Internationally, it produced a study on restorative justice practices and published a white paper in conglomeration with organizations in both the U.S. and Canada. Locally, IPSSJ collaborates with community-based organizations to evaluate and provide technical assistance for restorative justice programing.

Currently, IPSSJ is part of the collaborative development of the Community Restorative Justice Hubs project. This collaborative is composed of: Precious Blood Ministry of Reconciliation in New City, New Life Centers Urban Life Skills in South Lawndale, Lawndale Christian Legal Center in North Lawndale, and Circles and Ciphers in Roger's Park. This

collaborative provides support to court-involved youth in community areas most affected by mass incarceration. IPSSJ gained funding for a leadership team that convenes the community restorative justice hubs located throughout the city, trains individuals in trauma-informed care, and provides assistance in restorative justice programming and mentoring. Moreover this leadership team organizes support to establish, evaluate, and replicate restorative justice hubs throughout the city of Chicago.

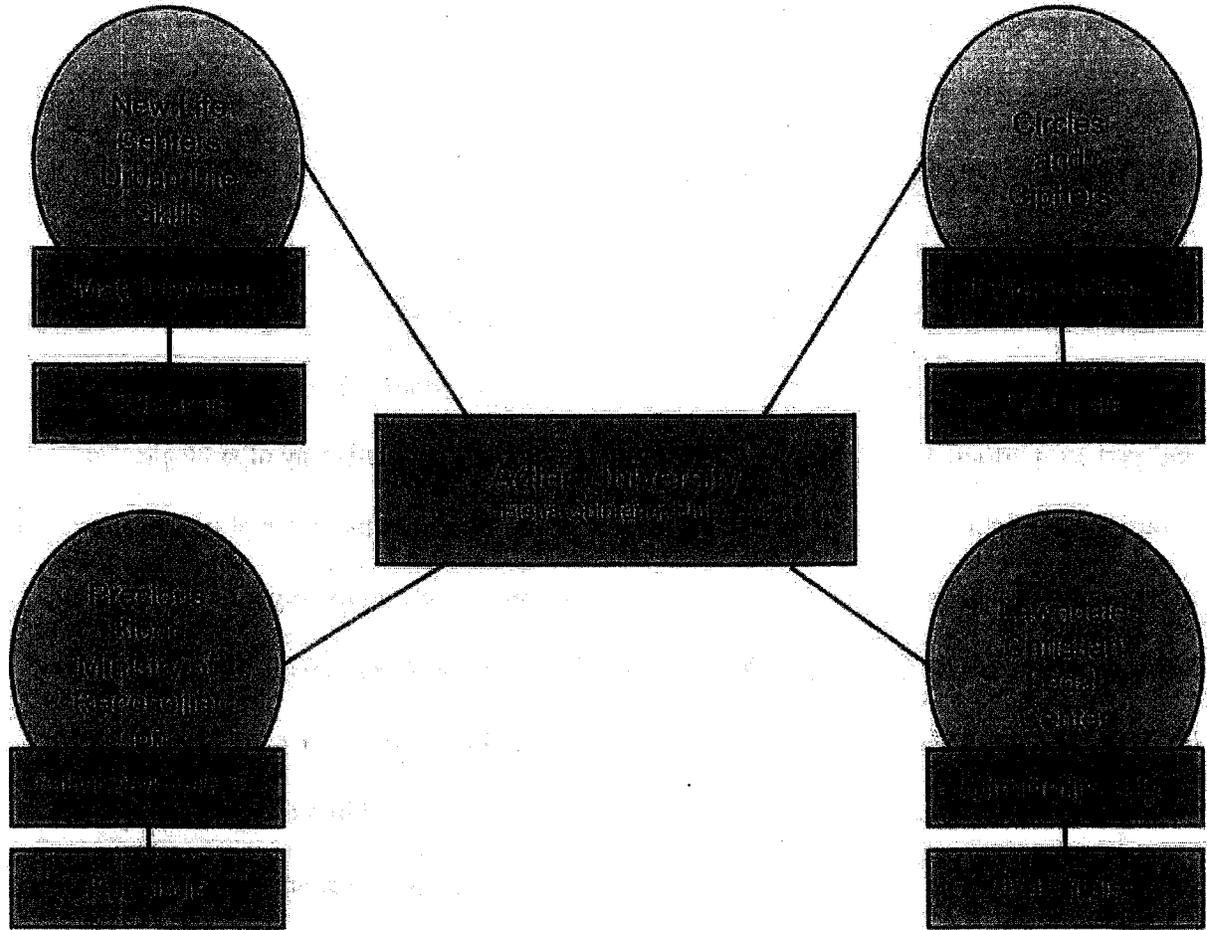
Throughout these experiences IPSSJ has built collaborative relationships with stakeholders, government officials, participants, and other restorative-based institutions. IPSSJ works within a broad collaborative of restorative justice providers such as Community Justice for Youth Institute, that works with more than 50 organizations throughout the city; Alternatives who will collaborate with the Safe Schools Consortium; and Precious Blood Ministry of Reconciliation, with important community and systems partners that reach directly to the population of youth most affected by criminalization. The Institute on Public Safety and Social Justice collaborates regularly with the Mansfield Institute, Community Organizing and Family Issues, Enlace, the Institute for Race Research and Public Policy, the YMCA, Illinois Balanced and Restorative Justice, and other key partners in the county, city, and state.

## Section C: Executive Summary and Agency Organization Chart

Since 1954, Adler University has been a pioneer of socially responsible psychology. Our mission is to educate socially responsible mental health practitioners, engage with disadvantaged communities to help address their most pressing needs, and advance social justice in the service of society's marginalized population. One of the ways in which we deliver this mission is through the work of our Institute on Public Safety and Social Justice (IPSSJ). IPSSJ meets public safety challenges with socially just solutions. We work with community groups, peer institutions, and systems partners to address public safety challenges with a broad array of strategies for handling conflict and preventing harm. These strategies draw from the fields of trauma-informed care, community justice, restorative justice, urban planning, and community mental health. By forging creative collaborations, we devise empirically sound methods beyond mere suppression to create environments where a more lasting and meaningful sense of peace and wellness can prevail. We believe that by working together, bringing all concerned into the mix, we can improve urban safety outcomes for youth by enhancing human potential and community wellness.

This proposal requests \$100,000 from Cook County to support the Restorative Justice Hubs to increase community capacity for peace circles. Adler University will be the administrator of this grant, and will subgrant awards to four community-based Restorative Justice Hubs. Each hub will use this money to increase staff support for peace circles with justice system involved individuals, their families, and the communities most affected by mass incarceration.

*Proposed Project Organizational Chart*



## Section D: Description of Problem

More than half of the individuals released from the Cook County Jail (53.2%) return to jail within three years of release. This percentage is even higher (60.3%) for adolescents and young adults within the ages of age 15-25. In 2012, 64.5% of the juvenile arrests in the City of Chicago occurred in 10 of the 25 police districts. Recidivism rates for adjudicated youth in these neighborhoods remain consistently high.<sup>1</sup> Research suggests that youth offenders are less likely to be involved in subsequent delinquent behavior if they remain in their home communities and receive appropriate services that address their underlying needs (see, e.g., OJJDP, n.d.).<sup>2</sup> The organizations represented in this proposal provide community based services for youth in four of those ten districts (districts 7, 9, 10, and 11).

Behaviors driving recidivism for court-involved youth are often the result of a complex array of issues that are better served outside of detention facilities. The programming of the Community Restorative Justice Hubs addresses this complexity by repairing relationships and support systems for court-involved youth. Court-involved youth demonstrate higher needs for substance abuse treatment, social-emotional learning, mental health services, education, and family support. In Illinois, more than half of re-incarcerations are due to technical violations of court orders rather than new criminal offenses (Illinois Juvenile Justice Commission, 2011). Moreover, court-involved youth have higher rates of educational discontinuity and fractured support systems, which help drive technical violations. The outcomes of restorative justice programs can demonstrate a reduction in recidivism and juvenile justice involvement for court involved youth.

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<sup>1</sup> Bostwick, L., Boulger, J., & Powers, M. (2012). Juvenile Recidivism: Exploring re-arrest and re-incarceration of incarcerated youth in Illinois. Chicago, IL: Illinois Criminal Justice Information Authority.

<sup>2</sup> OJJDP (n.d.) Alternatives to detention and confinement. Retrieved from: <http://www.ojjdp.gov/mpg/litreviews/AlternativesToDetentionandConfinement.pdf>

Individual and group mentoring activities serve as the primary vehicle for rebuilding relationships in the restorative justice model. Preliminary data has indicated that restorative justice is effective in reducing recidivism rates. Bradshaw and Rosenborough (2005) found a 26% reduction in recidivism rates among individuals that had completed restorative justice programs, in comparison to a 10% reduction in recidivism rates proffered by the traditional justice system. Additionally, The Youth Justice Board for England and Wales (2004) found that restorative justice programs promoted successful conflict resolution.

There are no organizations delivering youth programming that so thoroughly embeds Restorative Justice philosophies and practices, which have been shown to be effective in working with at-risk and justice system-involved young people. Violence prevention efforts in Chicago have typically looked to build large coalitions of service providers without an explicit programming model or commitment to program fidelity. The Restorative Justice Hubs initiative is unique in that it utilizes a common model and metrics across multiple geographies. Additionally, there are no organizations in the City of Chicago offering comprehensive training opportunities for individuals and community-based organizations working to reconnect disconnected young people. This is training needed for community reclamation of court-involved young people.

Through the funding provided by this grant, we hope to implement a concerted effort to increase the number of Restorative Justice circles at each organization, and to implement a rigorous evaluation of the positive effects of Restorative Justice Circles. By showing the positive effects beyond reducing recidivism, we hope to obtain future funding through an array of venues to sustain the efforts provided through this grant.

## Section E: Description of Target Population

The target population for this proposed project is adolescents and young adults living in City of Chicago who have current, previous, or likely future involvement in the criminal or juvenile justice system. The collaborating organizations in this proposal serve populations greatly impacted by crime, unemployment, and disinvestment.

Lawndale Christian Legal Center (LCLC) is located in North Lawndale serving North Lawndale youth, age 24 and younger, who are involved in the criminal justice system. LCLC works in the courts accompanying youth throughout the legal system. The work with Juvenile and Adult Courts, Probation, JISC, Supervision. North Lawndale has the second highest admission rate by zip code to Juvenile Temporary Detention Center (JTDC) in Chicago. The median household income is \$25,310. 64% of the population receives SNAP benefits. Over 71% of children and youth in North Lawndale live below the poverty line. The community wide unemployment rate is 18.5% -- nearly 3 times Chicago's rate and 4 times the US rate.<sup>3</sup> The 5 year high school graduation is 70% and North Lawndale has a 25% dropout rate.<sup>4</sup> The violent crime rate is 27 per 1,000 residents, Chicago's ninth highest.

Precious Blood Ministry of Reconciliation (PBMR) sits on the border that connects the New City and Englewood communities and serves youth from both communities. PBMR works within the JTDC and thus has close ties with Juvenile Court, the JTDC, and probation. PBMR works across borders of gang and ethnicity to link youth to a variety of services that they need in order to thrive. New City is consistently within the top 15 zip codes admitting young people to

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<sup>3</sup> All community data retrieved from: Goerge, R., Dilts, J., Yang, D.H., Wasserman, M., Clary, A. (2007). Chicago children and youth 1990-2010: Changing population trends and their implications for services. Retrieved from <http://www.chapinhall.org>

<sup>4</sup>School data retrieved from: Chicago Public Schools (2015). School Data. Retrieved from <http://www.cps.edu>

the JTDC. The median household income is \$25,647. New City has a 17.4% unemployment rate. 54% of residents receive SNAP benefits. The five year graduation rate is 53.6% and the dropout rate is 40% in New City-- twice the citywide average.

New Life Centers Urban Life Skills (NLC) intentionally operates at two separate sites in order to better focus on the two main gangs that operate in South Lawndale. NLC primarily works with youth on the back of the system and thus has close ties with Juvenile and Adult Courts and Probation. South Lawndale has the second highest admission rate by zip code to the JTDC. The median income for South Lawndale families is 32% lower than the Chicago's average with over one-fourth of families living in extreme poverty (income below \$15,000). It has an unemployment rate of 11.5%, which is twice Chicago's average and 2.5 times the US average. 40% of youth in South Lawndale are raised in poverty. The 5 year graduation rate is 61% and the dropout rate is 35%. According to the City of Chicago Department of Family and Support Services, South Lawndale has the largest number and highest percentage of disconnected youth in Chicago, defined as 16-19 year olds out of school and out of work. Safety for youth is a major risk for those in the process of reentry as South Lawndale ranks first in the City of Chicago in percentage of youth homicides.

While located in Rogers Park, which has relatively low risk factors, Circles and Ciphers (C&C) works out of DCFS group homes serving youth from all of Chicago's neighborhoods. C&C has close ties to probation and the Juvenile and Adult courts as a result of their work. Many of these youth are involved in both justice and child welfare systems-- commonly referred to as "crossover" or "dually involved" youth. Many of the reports and research on this population indicate this particular population is perhaps the the most high risk population. Nationally, the outcomes for these youth are overwhelmingly negative. They have higher dropout rates,

suspension and expulsion rates, recidivism rates, and higher rates of adult criminal behavior than their counterparts.

## Section F: Proposed Program & Implementation Schedule

With this RFP, New Life Centers Urban Life Skills (ULS), Precious Blood Ministry of Reconciliation (PBMR), Circles and Ciphers (C&C) and Lawndale Christian Legal Center (LCLC) will each function as a Community Restorative Justice Hub (RJ Hub) and collaborate to 1) provide community based, responsive programming for court-involved youth in three Chicago communities to reduce youth recidivism, and 2) further define, strengthen, and replicate the RJ Hub model. Adler University will serve as the fiscal agent and administrator. All of the Key Personnel listed in this proposal have been trained in Restorative Justice through the Community Justice for Youth Institute (CJYI). This training is comprised of four days of participation in circles (roughly 28 hours). Additionally, Key Personnel listed in this proposal have undergone several other trainings related to restorative justice practices including, but not limited to: Adverse Childhood Experiences and trauma, Restorative Justice programming, mentoring, and positive youth development. A full list of trainings can be produced upon request.

As their name implies, RJ Hubs are grounded in the principles and practices of restorative justice, a powerful approach to anti-violence work and peace-building across Cook County. Equally important, RJ Hubs are grassroots organizations rooted in specific communities, rather than a centralized, systems-based approach, to provide contextualized community-based alternatives to incarceration which incorporate the unique factors of that community. The focus of restorative justice is repairing the harm caused by crime and conflict; engaging victims, offenders, and community to address the harm, restore relationships, promote competency, and community safety. In contrast to punitive approaches, RJ Hubs hold youth accountable to individual, familial, and community relationships, which in turn, foster an increase in prosocial behaviors, and youth's potential. RJ Hubs are safe spaces in the community where youth are

welcomed and supported in building healthy relationships, expressing themselves, addressing trauma, and developing necessary skills and competencies. RJ Hubs are grounded in the following five pillars (or principles):

- *Welcoming and Hospitality* - A safe space is provided that welcomes youth, nourishing their spirits by being a place that is affirming and open to all willing to respect that space.
- *Accompaniment* - A caring, responsible adult will walk through obstacles, situations, or life's moments offering support, advice, advocacy, and education.
- *Building Relationships with Youth and Families* - Engaging in peacemaking circles and mentoring to promote healing, open and honest communication, resolve conflicts, build healthy relationships, a sense of connection and belonging.
- *Relentless Engagement of Organizations and Resources* - Effectively linking youth to resources needed to be successful while maintaining a strong presence in their life.
- *Collaboration and Relationship with Other RJ Hubs* - The strength and power of a community comes from stronger relationships within and between the members of the community and their supporters. True collaboration is a process where the collaborators continue to learn and be part of a learning community.

Each RJ Hub provides five to six days a week of responsive programming for court-involved youth. Programming is a combination of one-on-one mentoring, life skills and substance abuse groups, peace circles, educational tutoring, community service projects, arts and music, recreational and adventure therapy outings. ULS and LCLC, because they serve adjacent neighborhoods also conduct joint programming for cross cultural education and awareness between African American and Latino youth. Currently ULS and LCLC emphasize mentoring programming while PBMR and C&C emphasize peace circles. All sites offer a myriad of

additional programming that varies by site including legal council, arts programming, educational support and tutoring, recreation, sports, etc.

This proposal will promote increased collaboration between the four sites, with the RJ Hubs meeting together regularly to share resources, best practices, and training and to create joint programming encompassing mentoring and peace circles to best promote youth accountability. We will utilize part-time RJ peace-circle practitioners at each of the community-based RJ hubs listed in this proposal to increase community capacity for circles. We expect this increased capacity will result in an increased accountability for youth to peers, individuals affected by youth's behavior, families, and the community at large. Further, we believe that this increased accountability at the community level will reduce the risk of youth involvement in violence, and reduce recidivism rates of youth who are already involved in the justice system.

Connecting justice system involved youth will reduce the reliance on detention and incarceration by providing alternative community solutions to crime. In addition, to increasing peace-circle capacity with an RJ practitioner, Circles and Ciphers seeks to compensate youth for their participation in the circle process. The benefits of this model are twofold. First, youth are provided direct services by participating in peace circles as a part of training, which has positive social-emotional effects and aids in recidivism reduction. Additionally, youth that are trained further promote the capacity of communities to provide circles, giving youth an opportunity to engage in service to their community.

Each RJ Hub takes youth into its programming on a rolling basis as referrals are received from the Cook County Juvenile Probation Department, word of mouth, partner organizations, and other sources. Father Dave Kelly, PBMR, who has been working inside the Juvenile Temporary Detention Center for 35 years, is also able to connect with youth before they are

released and refer them to a nearby RJ Hub. Each RJ Hub will serve 30 youth over the course of the grant period for a total of 90 youth served.

The RJ Hubs will be managed and guided by the Leadership Circle, a centralized supportive structure to ensure the successful launch of new RJ Hubs, providing the training, technical assistance, evaluative oversight, resource support, collaborative learning community, and corrective feedback necessary to provide consistent quality. The Leadership Circle will meet quarterly and document best RJ Hub practices in an effort to create a replicable model of RJ Hubs, coordinate the Learning Community, provide comprehensive training on trauma, RJ and peace circles, and establish a documentation system that captures the core components of RJ intervention and service provision within each RJ Hub. Evaluation of the RJ Hubs will be provided by Adler University's Institute on Public Safety and Social Justice (IPSSJ).

Each RJ Hub will provide its own staffing needed to support restorative justice programming and participation in the leadership circle. If needed, staff will be hired to fill newly created positions as detailed in the Planning & Preparations Activities section below.

#### Implementation Schedule

- **Nov 1, 2015-** Key personnel at each of the RJ hubs contained in this proposal will collect baseline data and post a job description for part-time RJ circle practitioner.
- **Dec 1, 2015-** Part-time RJ circle practitioners will be trained by the Restorative Justice Hubs Training Academy. Practitioner to receive a 3-day circle training (roughly 20 hours), and various other trainings based on individual practitioner credentials. Practitioners will be acquainted with each sites' individual programming and needs
- **Jan 1, 2016-** Community based circles increased at each site
- **June 1, 2016-** 6 month data collected
- **Nov 1, 2016-** 1 year data collected

## Section G: Expected Outcomes

As a result of the services delivered through this grant, the RJ Hubs expect to achieve the following goals and objectives:

**Goal 1: To decrease the number of probation, parole, and supervision violations for youth (technical violations and new offenses), thus decreasing recidivism.**

- Objective 1: 90 court-involved youth in New City, South Lawndale, Rogers Park, and North Lawndale will be served through this grant.

Measurement: RJ Hubs will track youth served and services received.

- Objective 2: The recidivism rates of court-involved youth served by this grant will be reduced by 30%.

Measurement: RJ Hubs will track technical violations and new offenses committed by youth.

- Objective 4: 75% of youth served by this grant will receive referrals for needed services.

Measurement: RJ Hubs will track referrals made and youth follow through on the referral.

- Objective 5: 75% of youth who are paired with a mentor will meet with the mentor weekly.

Measurement: RJ Hubs will track mentor/youth meetings and activities.

**Goal 2: To increase youth's social and emotional learning**

- Objective 1: Make a 10% improvement in scores on the Empathy Index.

Measurement: The Empathy Index (Grady and Rose 2011), a 20-item scale asking participants to rate their level of agreement to an array of social situations, modified to ensure cultural and development appropriateness, will be administered to youth at the onset of receiving services, and at two 6-month intervals. Three subscales comprise this measure (Chronbach Alphas are

included in parens): Social Aggression (.57), Instrumental Aggression (.76), and Justification (.67).<sup>5</sup>

- Objective 2: Make a 10% improvement in scores on the Social Support Questionnaire.

Measurement: Social Support Questionnaire (SSQ) (Sarason, Levine, and Basham, 1983), a 27 item survey comprised of multiple choice and open ended questions, modified to ensure cultural and developmental appropriateness, will be administered to youth at the onset of receiving services, and at two 6-month intervals. The SSQ measures those that the participant can turn to if they have a particular problem in their life, and rates the quality and satisfaction with the support they have received.<sup>6</sup>

- Objective 3: Make a 10% improvement in scores on the Sense of Community Index

Measurement: Sense of Community Index (SCI-2) (Chavis, Lee, & Acosta, 2008), modified to ensure cultural and developmental appropriateness, will be administered to youth at the onset of receiving services, and at two 6-month intervals. The CSI measures four elements of community connection proposed by McMillian and Chavis (1986), which include Membership, Influence, Meeting Needs, and a Shared Emotional Connection.<sup>7</sup>

- Objective 4: Make a 10% improvement in scores on the School Climate Survey.

Measurement: The School Climate Survey (SCA), modified to ensure cultural and developmental appropriateness, will be administered to youth at the onset of receiving services, and at two 6-month intervals. The SCA was developed by student-research teams at 20 schools across five cities, which included questions relating to a common core of questions, addressing

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<sup>5</sup> Grady, M. D., & Rose, R. A. (2011). The Empathy Index: An evaluation of the psychometric properties of a new empathy measure for sex offenders. *Journal of Interpersonal violence*, Vol 26(18), 3790-3814.

<sup>6</sup> Sarason, I. G., Levine, H. M., Basham, R. B., & Sarason, B. R. (1983). Assessing Social Support: The Social Support Questionnaire. *Journal of Personality and Social Psychology*, Vol 44(1), 127-139.

<sup>7</sup> Chavis, D. M., Lee, K. S., & Acosta, J. D. (2008). The Sense of Community (SCI) Revised: The reliability and validity of the SCI-2. Paper presented at the 2nd international community psychology conference, Lisboa, Portugal.

concepts such as: student-teacher relationships, teaching styles, academic expectations, safety and discipline, student voice, and improving student learning. The survey is comprised of 51 forced-choice questions and two open-ended responses.<sup>8</sup>

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<sup>8</sup> What Kids Can Do (2004). Students as allies in improving their schools. Providence: RI.

## Section H: Planning & Preparation Activities/ Organizational Readiness

Adler University convened potential community stakeholders and partners through the Restorative Justice Hubs Leadership Circle to determine the interest in the provision of the services contained in this RFP. Upon attending the RFP pre-conference with several community organizations to ask questions regarding the RFP, Adler University and the RJ Hubs community stakeholders began moving forward with programmatic planning. Once general consensus had been met to participate in programming surrounding this RFP, Adler University checked-in with hubs regarding specific programming needs and capacity. The Leadership Circle again convened to finalize programmatic needs. Adler University then began looking for relevant outcomes, and determining which outcomes we have already measured and which outcomes would be helpful to measure. Meanwhile each community based hub prepared letters of support, and community and target population demographic information.

If the proposed grant is funded, staff at Adler University will meet with the Restorative Justice Hub coalition partners to develop a specific timeline for the project's implementation. This will involve collaborating to create job descriptions for the peace circle keepers within two weeks of funding, and hiring necessary staff within the first month.

While staff are being hired, the coalition will also develop a training manual for circle keepers to be used across sites. This collaborative effort will expedite the process of developing the manual, and will improve the consistency of the circle keeper's efforts across the coalition sites.

Further, during this first month of funding, Adler staff will develop a set of measures to evaluate the positive effects of Restorative Justice circles, which will measure outcomes in addition to the standard outcome of recidivism. In casually speaking with the hubs staff, they

note that youth involved in peace circles are more connected, respectful, and empathic towards their communities and community members. These effects will be captured in a quantitative survey which will be administered at the onset of receiving services at the organization, and at six month intervals. Four measures have been selected for this grant application, but these will be edited and adapted as needed to fit the communities that the organizations serve.

In addition to the concerted efforts in the first month of the grant, Adler and the coalition partners will convene to discuss programmatic and implementation issues on a semi-monthly basis, through in-person staff meetings, and through phone conferences, and site visits when necessary.

## Section K: Qualifications of the Proposer

In 1952, Dreikurs founded the Institute of Adlerian Psychology that, in 1954, changed its name to the Alfred Adler Institute of Chicago, and in 1991 became known as the Adler School of Professional Psychology, and in 2015 became known as Adler University. Currently Adler University employs 77 full-time employees, 1 part-time employee, and 109 volunteers to achieve our mission of graduating socially responsible practitioners, engaging communities, and advancing social justice.

The Institute of Public Safety and Social Justice at the Adler University has been involved in Restorative Justice (RJ) initiatives and evaluations in collaboration with a number of other organizations both nationally and internationally. We have collaborated with community organizations to provide training to numerous organizations across Chicago. We have participated in an international study on restorative justice practices and published a white paper to study both the practice of Restorative Justice and the path to mainstream utilization of restorative practice by comparing Chicago area RJ implementation with that of the metro area of Vancouver, Canada.

Currently IPSSJ is principally involved in the documentation, development, maintenance, and evaluation of Restorative Justice Hubs. RJ Hub locations are designated in areas most affected by juvenile criminalization. They represent collaborations between a multitude of community organizations which seek to develop pathways for youth and adults reentering society from incarceration so that these individuals can reach their full potential. The Leadership Core, constituted by the executive directors and support staff of each of the organizations contained in this proposal, act as a quality control agent for RJ Hubs, documenting each hub's practices, evaluating key indicators, and providing feedback, course correction advice, and

technical assistance, to successfully establish, evaluate, and replicate RJ Hubs throughout the city of Chicago.

Despite the high amounts of criminal activity and youth who are involved the justice system in the areas that our four partnering organizations serve, there have been negligible concerted Restorative Justice circle efforts in these communities. Our partnering sites have been the sole organization in each of these communities who have offered consistent programming relating to Restorative Justice. Consequently, we cannot provide examples of other similar efforts in the community not provided by our partnering sites. Our sites have offered such services for several years, and the staff providing such services have been trained specifically in circle keeper training.

Adler University is sufficiently large to maintain and sustain a project with a city-wide scope. We have the office capacity, personnel, and experience necessary to plan such a project.

**Program References:**

- Right on Justice. IPSSJ received 135,000 from 500,000.
  - Program contact: Grace Hou, Woods Fund
    - Phone: 312.782.2698
    - Email: Grace@woodsfund.org
- Community Restorative Justice Hubs, Position for Data Coordinator 75,000
  - Lanetta Haynes Turner, Justice Advisory Committee
    - Email: Lanetta.HaynesTurner@cookcountyil.gov
- Little Village Youth Safety Network evaluation. IPSSJ received 20,000 for evaluation from a total of 400,000
  - Program contact: Kathryn Bocanegra, Enlace
    - Phone: 773.542.9233
    - Email: kbocanegra@enlacechicago.org
- City of Racine Community Reentry Project. IPSSJ received 25,000 from a total budget of 250,000 for evaluation.
  - Program contact: James Schatzman, Racine Vocational Ministry
    - Phone: 262.663.8660

### Governmental Project References

- Judge Sophia Hall
  - Phone: 312.603.3733
- Carmen Casas, Aftercare Field Services
  - Phone: 312.633.5219
- Kathy Bankhead
  - Kathleen.Bankhead@gmail.com

## Section L: Key Personnel

Elena Quintana, Ph.D., Executive Director, Institute on Public Safety and Social Justice, will provide oversight of the project in terms of convening, communication, and organizational capacity building. Her expertise includes some two decades of violence prevention work with high risk youth and community solutions to violence and delinquency prevention. Dr. Quintana received a doctorate and MA in Clinical/Community Psychology from DePaul University and her BA in Psychology from University of California, Santa Cruz.

Matt DeMateo is the Executive Director of New Life Centers of Chicagoland and a Pastor at New Life Community Church in Little Village. He has been doing youth outreach work for 13 years and leads community development efforts for New Life overall. He has been actively mentoring youth for 15 years and is a resident of the Little Village community. He serves in advisory capacities on youth violence and justice for Mayor Rahm Emmanuel (CARE team) and Cook County Juvenile Court.

David A. Kelly, D. Min., is the Executive Director of Precious Blood Ministry of Reconciliation. He has worked as a chaplain in Cook County Jail and Cook County Juvenile Temporary Detention Center. He has had experience working in jails/prisons in Ohio and Florida. In 2000 he, along with other members of his religious congregation, began the Precious Blood Ministry of Reconciliation (PBMR) to reach to create a place and effort for those who Father Kelly is also active in Peacemaking Circle training. He received his B.S. in Bio-Chemistry from St. Joseph's College, a Masters of Divinity, Masters of Arts in Cross Cultural Studies and a Doctorate of Ministry (D.Min) from Catholic Theological Union in Chicago. His doctoral thesis is entitled: Responding to Violence among Urban Youth: a Restorative Approach. He has been trained and certified as a mediator from DePaul University and has received training in the restorative

practice of Peacemaking Circles. He has published articles and spoken on reconciliation, restorative justice and jail/detention ministry.

Danae Kovac joined LCLC in April 2013 overseeing resource development and organizational management. Danae works closely with LCLC's Lead Attorney in managing and leading the organization. In addition, she manages organizational finances and data systems, and drafts program policies and memoranda of understanding for program operations. Danae received her B.A. from Wheaton College in Wheaton, IL. LCLC provides integrated legal and social services that surround youth with a multi-pronged support system that enables them to affirmatively exercise their legal rights during trial and successfully comply with court ordered sentences while pursuing educational and vocational achievement. LCLC has demonstrated fiscal responsibility and the ability to fulfill all requirements to successfully comply with grant funding and government contracts. LCLC has successfully managed contracts on the city, county, and state level as a delegate agency with the City of Chicago's Department of Family and Support Services, a grantee of the Cook County Justice Advisory Council, an interfaith community partner with the Cook County Juvenile Probation Department, and a subgrantee of the Illinois Criminal Justice Information Authority. LCLC's largest contract to date is \$83,000.

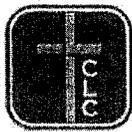
Emmanuel Andre, J. D., is Co-Founder and Co-Director of Circles and Ciphers. Mr. Andre has dedicated his life's work to restorative justice principles. Mr. Andre facilitates training sessions around using circles to build community. Mr. Andre presents at conferences and workshops on topics related to restorative justice circles, the School to Prison Pipeline, and mentoring prison-involved youth. Circle participants experience his passion and commitment to the circle process. Mr. Andre brings his experiences in school, prison, and community settings to all training and circle keeping sessions. Mr. Andre is committed to best practice standards and emphasizes

restorative justice core values. Mr. Andre received his B.A. in economics and philosophy from Binghamton University, and his J.D. from University of California at Berkeley Law School, where he was first introduced to restorative justice principles. Mr. Andre is currently in private practice focusing on juvenile justice. As a resident of Rogers Park and also a member of United Church of Rogers Park, Mr. Andre feels particularly invested in the growth of restorative justice practices in Chicago.

Ethan Ucker, M.A., Co-Founder and Co-Director of Circles and Ciphers. Ethan is an experienced restorative justice practitioner, youth development consultant, and teaching artist who explores the intersection of restorative justice, hip-hop, and creative arts. His introduction to restorative justice came in 2006 when he worked with men serving life sentences at the State Correctional Institute at Graterford, PA to develop a theater production about the effects of violence and incarceration on Philadelphia's families and communities. Since moving back to Chicago, where he was raised, Ethan has worked extensively with young men who are incarcerated at the Cook County Juvenile Temporary Detention Center, the Illinois Youth Center -Chicago, and the Illinois Youth Center - St. Charles, drawing on his love of hip-hop music and restorative justice practices to provide a forum for creative self-expression. Ethan is developing a peace circle-based diversion program for young people from the Hopi Tribe through The Nakwatsvewat Institute. He has a B.A. from Swarthmore College, and is an M.A. from the University of Chicago.

**Section M: Sub-contracting or Teaming (2 page maximum)** *Identify each team member and specify their role.*

- Lawndale Christian Legal Center (LCLC)- Will enhance circle capacity in the North Lawndale neighborhood of Chicago through the use of a part time RJ Practitioner funded in part by this grant. Adler University intends to sub-contract \$22,500 to LCLC to complete this objective.
- Precious Blood Ministry of Reconciliation (PBMR)- Will enhance circle capacity in the New City neighborhood of Chicago through the use of a part time RJ Practitioner funded in part by this grant. Adler University intends to sub-contract \$22,500 to PBMR to complete this objective.
- New Life Center's Urban Life Skills (NLC)- Will enhance circle capacity in the Little Village/South Lawndale neighborhood of Chicago through the use of a part time RJ Practitioner funded in part by this grant. Adler University intends to sub-contract \$22,500 to NLC to complete this objective.
- Circles and Ciphers (C&C)- Will enhance circle capacity with court-involved youth in Roger's Park neighborhood of Chicago through the use of a part time RJ Practitioner funded in part by this grant. Adler University intends to sub-contract \$22,500 to NLC to complete this objective.



LAWNDALE CHRISTIAN  
LEGAL CENTER  
*Loving God. Loving People.*

August 11, 2015

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

Dear Ms. Andrews:

With this letter I express Lawndale Christian Legal Center's support of Adler University's proposal in response to RFP No. 1553-14829, Restorative Justice Program Grants for Justice Advisory Council of Cook County.

Lawndale Christian Legal Center (LCLC) was founded in 2010 and is a 501(c)3, community-based non-profit organization located in North Lawndale. LCLC's vision is to raise up justly treated youth who are embraced by their families and community, restored from trauma, empowered to lead, and free from the criminal justice system. LCLC accomplishes this by providing integrated legal and social services, grounded in restorative justice, that surround youth with a multi-pronged support system enabling them to affirmatively exercise their legal rights during trial and successfully comply with court ordered sentences while pursuing educational and vocational achievement. LCLC currently has thirteen full-time staff members. Restorative justice is the underpinning to all LCLC services, and LCLC has been an active member of the Community Restorative Justice Hubs Leadership Circle since 2013.

LCLC exclusively serves North Lawndale youth, age 24 and younger, who are involved in the criminal justice system at some level. LCLC works with youth at all stages of involvement with the criminal justice system including police station diversion, pending cases in juvenile and adult criminal courts, probation, supervision, and parole. LCLC stays with youth throughout their entire duration with the criminal justice system. Youth served are overwhelmingly young men of color. 98% of LCLC's clients are African American and 94% are male. In 2014, LCLC served 155 youth with an average age of 18 years old.

Youth are referred on an ongoing basis through various partners including the Juvenile Intervention Support Center (JISC), Cook County Juvenile Probation Department, Public Defender's Office for juvenile cases in North Lawndale, community partners, and word of mouth. All youth meet with a case manager for a Social Intake that assesses the youth's social history and psycho-social needs. Those youth who have a pending legal case also meet with an attorney for a Legal Intake that assesses the youth's criminal history as well as legal needs. These intakes are presented to LCLC's Selection Committee, which votes on whether or not a youth should be accepted into LCLC's program.

Research suggests that non-violent youth offenders are less likely to be involved in subsequent delinquent behavior if they remain in their home communities and receive appropriate services that address their underlying needs. This means that youth are best served

when youth have a higher risk of involvement in negative behaviors, to provide youth with positive programming in a safe environment; initiating and maintaining frequent contact with youth; providing transportation; and creating a welcoming space. In addition many LCLC staff and volunteers reside in North Lawndale, decreasing cultural barriers and increasing accessibility with youth.

LCLC has demonstrated fiscal responsibility and the ability to fulfill all requirements to successfully comply with grant funding and government contracts. LCLC has successfully managed contracts on the city, county, and state level as a delegate agency with the City of Chicago's Department of Family and Support Services, a grantee of the Cook County Justice Advisory Council, an interfaith community partner with the Cook County Juvenile Probation Department, and a subgrantee of the Illinois Criminal Justice Information Authority. LCLC's largest contract to date is \$83,000.

Adler University will be effective in meeting the goals of the Restorative Justice program, and we are greatly pleased to work with them in implementing this grant. If you have any questions, please don't hesitate to contact me at 773-762-6383 or [cnellis@lclc.net](mailto:cnellis@lclc.net).

Sincerely,

Cliff Nellis  
Executive Director/Lead Attorney



August 11, 2015

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

Dear Ms. Andrews:

I am writing this letter of collaboration in support of Adler University's proposal for the Cook County Restorative Justice Program Grants for Justice Advisory Council Grant, RFP No. 1553-14829. New Life Centers of Chicagoland's Urban Life Skills Program is committed to supporting support Adler University's Institute on Public Safety and Social Justice in the application and implementation of its Restorative Justice Program Grant.

Urban Life Skills (ULS) began in 2007 as a ten-week trial partnership between Cook County Juvenile Court and New Life Centers to provide gang-involved youth on probation with mentoring and supportive services. The ULS Program has since expanded to an 18-month program serving every male youth on probation in Little Village as well as at-risk youth referred by local schools or community agencies. While the core of our program is mentoring, we also offer weekly programming that addresses substance abuse, life skills, violence prevention, and gang intervention. We provide court advocacy, educational advocacy, family support services, and sports outreach. Our holistic program model enables us to fulfill our mission: to provide mentoring and advocacy to guide youth toward a new life and a new direction. We envision Little Village's youth and families transformed by hope, becoming men and women of character to create a flourishing, unified neighborhood.

ULS has become a proven restorative justice model for effectively engaging youth involved with violence and the juvenile justice system. According to an external evaluation of our program's effectiveness, carried out by The Chicago School of Professional Psychology between 2009-2012, Urban Life Skills was effective at substantially reducing recidivism, with ULS participants exhibiting a lower re-arrest rate than the Illinois average, and the majority (74%) of youth successfully completing the terms of their probation through ULS support. The strength of the program has been our ability to provide comprehensive community-based mentoring that aims to interact holistically with every level of the youth's need. For the last 2 years, New Life Centers of Chicagoland has served as one of 5 RJ Hubs convened in collaboration with Adler University in communities that contribute the greatest numbers to the juvenile justice system. As a Restorative Justice Hub we provide a place for youth and their families to connect to needed resources and wraparound services

In 2014, Urban Life Skills served 54 youth involved in the **justice system**. In a typical month these youth engaged in an average of 10.8 contacts (outside of required programming) per month, and 11.5 mentoring hours (outside of group programming) per month. In addition, they each attended an average of 22.5 hours of programming monthly. Over the past 2 years (2013-2014), youth involved in our program had a 32.5% recidivism rate, which is well below the national figures for similar populations. Of those who



Precious Blood  
Ministry of Reconciliation

PO Box 09379, Chicago IL, 60609-0379

Adler University  
Institute on Public Safety and  
Social Justice

Attention: Dr. Elena Quintana, Director

17 N. Dearborn

Chicago, IL 60602

Re: Restorative Justice RFP

August 12, 2015

To Whom It May Concern,

Precious Blood Ministry of Reconciliation (PBMR) is pleased to collaborate with Adler University's Institute on Public Safety and Social Justice in the application and implementation of its Restorative Justice efforts.

Precious Blood Ministry of Reconciliation's purpose is to provide youth with a unique integration of social services to empower them to develop self-reliance and find success. We work youth who are or potentially could become court involved. Our work takes on the nature of both intervention and prevention.

PBMR has been involved in several projects with Cook County Juvenile Court, Cook County Juvenile Probation, Chicago Public Schools and other organizations that work to increase both

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The Precious Blood Center is located at 5114 S. Elizabeth St., Chicago, IL 60609  
Tel: (773) 952-6643 : Fax: (773) 952-6739

A Ministry of the Missionaries of the Precious Blood

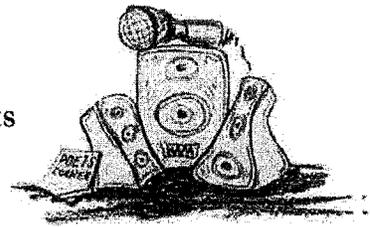


# Circles & Ciphers

Restorative Justice Program Grants

RFP No. 1553-14829

Letter of Collaboration



Friday, August 14<sup>th</sup>, 2015

Attn: Shannon E. Andrews, Chief Procurement Officer  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

Dear Ms. Andrews,

Circles & Ciphers is a leadership development organization for young people of color who are prison-, court-, DCFS-, and gang- involved. By fusing restorative justice practices and principles with hip-hop arts and culture, Circles & Ciphers empowers participants to interrogate and transform legacies of oppression (including violence, incarceration, patriarchal masculinity, and disengagement). Circles & Ciphers is committed to building, modeling, and mobilizing a healthy, youth-led community; as a Community Restorative Justice Hub on the North Side, we build the capacity among young people of color (ages 14-23 from Chicago) to peacefully and autonomously engender their own experiences of justice.

In Spring 2010, community members complained that a DCFS Group Home in Rogers Park, and the six young men residing there, were a source of criminal activity in the neighborhood. In an effort to address the challenging situation facing Group Home residents, and to improve their contentious relationship with the surrounding community, Emmanuel Andre and Ethan Ucker, two community-based volunteers, used their experience as restorative justice practitioners to start a bi-monthly young men's group for Group Home residents.

Circles & Ciphers, founded in 2011, grew out of this young men's group. Since then, we have grown a cadre of Youth Leaders (all former program participants) who are fluent in the democratic

1545 W. Morse Avenue  
Chicago, IL 60626



[circles.ciphers@gmail.com](mailto:circles.ciphers@gmail.com)

Relationship building in communities:

Our restorative justice programming fosters healthy relationships and builds community in a manner that is proactive and preventative. Our bi-monthly Rogers Park Community Peace Circles (<https://www.facebook.com/RogersParkCommunityPeaceCircle>) for example, provide a safe, consistent, intergenerational space in which young people and adults come together to process the challenges facing the Rogers Park community, and to think creatively about solutions.

Accountability:

The long-term goal of Circles & Ciphers is to support and organize an independent justice system: a de-institutionalized, community-based infrastructure that supports safety, accountability, and healing without relying on criminalization, punishment, or incarceration. With funds from a Restorative Justice Program Grant, we plan to design, coordinate, and pilot a diversion intervention in Rogers Park, with an emphasis on burglary and first-time gun offenses (rather than on purely nonviolent crimes). We plan to complement the preventative relationship-building that happens through our programming by building capacity of adult staff and Youth Leaders to react – swiftly, flexibly, and comprehensively – to crimes as they occur on the North Side. Through this pilot project we will oversee the diversion of 10 cases during the grant period; with each case we will service victims, offenders, and other stakeholders who are directly or indirectly impacted by the criminal behavior.

Currently, our referral streams from the Juvenile Justice Division of the Circuit Court of Cook County, from the Department of Juvenile Justice, from the Alderman's office, and from the Chicago Police Department's 24<sup>th</sup> District are informal and relationship-based. Aftercare Specialists or probation officers refer young people to our programs; particular judges or police officers ask us to help resolve conflicts as an alternative to locking up the young people involved. By designing this diversion intervention project we plan to formalize and systematize our juvenile justice system partnerships and referral streams.



institutions or expert systems. In this sense, our diversion intervention pilot is both reactive *and* preventative; by making use of an apprenticeship and train-the-trainer model it increases capacity for youth-led, community-based processes of accountability instead of detention and incarceration.

This pilot diversion initiative will help provide a blueprint for how restorative justice projects can formally and systematically partner with the courts. We will work with system stakeholders to ensure that this option is presented clearly to offenders and victims, in such a way that they understand that it is non-compulsory, and that, though it may be court-ordered, the privacy, vulnerability, and emotional intimacy that the conflict resolution process demands is not compromised.

Circles & Ciphers has read IPSSJ's proposal for a Restorative Justice Program Grant, and we agree to partner in the role designated therein.

Sincerely yours,

Emmanuel Andre and Ethan Ucker

Founding Co-Directors



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 organizations and how each organization will be held accountable to the terms of the grant as outlined by the proposal.

Funds will support the salary of a Restorative Justice Practitioners at PBMR, LCLC, and NLC. Restorative Justice Practitioners will be responsible for increasing the use of peace circles to promote Accountability for youth involved in the criminal justice system and for growing and supporting the Restorative Justice Hubs. Annual salary is \$40,000 and is supplemented by other funding sources. Benefits will include 7.65 % FICA for Restorative Justice Practitioner salary. The Intensive Restorative Justice Practitioner performs outreach, popular education, and preparation of stakeholders, for cases diverted cases that demand intensive case management.

**Contract/Consultant**

Narrative Justification: Enter a description of the contact 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.

This will pay for a 30 hours of time for a teaching artist, Ryan Kessler, at the rate of 50 dollars an hour. He will plan and facilitate hip-hop arts workshop. Ryan currently teaches arts and literacy to boys in juvenile detention. He has a Master's degree in Education from Northwestern University.

**Equipment**

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

No funds have been requested for this category of funding

**Materials and Supplies**

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

Funds will support materials to create a dedicated circle spaces. Materials include but are not limited to paint, furniture, circle keeping supplies. Funds will also support snacks, which encourage relationship building, welcoming, and hospitality. Snacks will be provided for circle preparation meetings, peace circles, and Restorative Justice Hub meetings. Further funds will be

used for easel paper, construction paper, loose leaf paper; markers, pens, pencils; speakers; clipboards; music downloads; miscellaneous materials/supplies for icebreakers and exercises in circle; and studio rental time.

**Printing**

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

No funds have been requested for this category of funding

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**Other Direct Costs**

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

Funds will support peace circle keeper training for LCLC and NLC staff who have not yet been trained, increasing LCLC's and NLC's capacity to utilize peace circles in working with youth. \$500 training fee x 5 staff = \$2,500. Funds will support travel (mileage and parking) for Restorative Justice Practitioner who will engage with youth and community to provide peace circles, mediation and will support the RJ Hub. Mileage will be reimbursed at \$0.56/mile. Funds will provide youth supports for youth to increase accountability and competency development. Youth supports include but are not limited to bus cards, vital documents, educational or vocational training fees, etc. Additionally, Circles and Ciphers will utilize Youth Stipends. These stipends will be used for youth development. They will pay 15 dollars an hour for youth to plan, facilitate, and follow up for circles.

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**Indirect Costs**

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

Adler University will utilize 10% of requested funds (\$10,000) for the administrative activities associated with this grant, including, but not strictly limited to, sub-awarding, and reporting. Circles and Ciphers also has a policy of utilizing a portion of grants towards administrative costs. We have allocated 5% (\$1,000) for these costs in the current grant.

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**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.

Adler University and the community based Restorative Justice Hubs network diversifies support streams such as: governmental support, public support, and private support so as to provide more sustainable programming. Additionally, we seek to accurately measure summative and process oriented outcome to determine efficacy and efficiency. This allows us to make informed decisions about programming while also preserving funding. Continuation of the project mentioned in this proposal will be contingent upon data reflecting the efficacy of such work and community need. In this event, Adler University and the community based partners will seek additional funding to replace the funds for which this proposal requests.

EXHIBIT 3

Evidence of Insurance



EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

Contract No. 1553-14829A

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

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

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

Bid/RFP/RFQ No.: 1533-14829	Date: 12/4/2015
Total Bid or Proposal Amount: \$100,000	Contract Title: Community Restorative Justice Files
Contractor: Adler University	Subcontractor/Supplier/ Subconsultant to be added or substitute: Leewardale Christian Legal Center
Authorized Contact for Contractor: JEFFREY GREEN	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Danae Kovac
Email Address (Contractor): jgreen@adler.edu	Email Address (Subcontractor): dkovae@lclc.net
Company Address (Contractor): 17 N. DEARBORN	Company Address (Subcontractor): 1530 S. Hamlin Ave
City, State and Zip (Contractor): CHICAGO IL 60602	City, State and Zip (Subcontractor): Chicago IL 60623
Telephone and Fax (Contractor): TELEPHONE- 312 662 4401 FAX 312 662 4099	Telephone and Fax (Subcontractor): TEL: 773-762-6381 Fax: 773-762-9121
Estimated Start and Completion Dates (Contractor): 12/01/2015 - 11/30/2016	Estimated Start and Completion Dates (Subcontractor): 12/1/2015 - 11/30/2016

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
R) Practitioner and benefits, Materials and Supplies for Circles, R) Practitioner Training	\$ 22,500

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 Adler University  
 Name Glena Quintana, Ph.D.  
 Title Executive Director, Institute on Public Safety and Social Justice  
 Prime Contractor Signature  Date 12/9/2015

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

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

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

Bid/RFP/RFQ No.: 1533-14829	Date: 12/4/2015
Total Bid or Proposal Amount: \$100,000	Contract Title: Community Restorative Justice Hub
Contractor: Adler University	Subcontractor/Supplier/ Subconsultant to be added or substitute: Precious Blood Ministry & Reconciliation
Authorized Contact for Contractor: JEFFREY GREEN	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Father David Kelly
Email Address (Contractor): jgreen@adler.edu	Email Address (Subcontractor): nojail@aol.com
Company Address (Contractor): 17 N. DEARBORN	Company Address (Subcontractor): 5114 S. Elizabeth St.
City, State and Zip (Contractor): CHICAGO IL 60602	City, State and Zip (Subcontractor): Chicago IL 60609
Telephone and Fax (Contractor): TELEPHONE - 312 662 4401 FAX 312 662 4099	Telephone and Fax (Subcontractor): Tel: (773) 952-1443 Fax: (773) 952-6739
Estimated Start and Completion Dates (Contractor): 12/01/2015 - 11/30/2016	Estimated Start and Completion Dates (Subcontractor): (773) 952-6739

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
RI Provisioner and benefits, Materials and Supplies for circles	\$22,500

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 Adler University  
 Name Glena Quantana, Ph.D.  
 Title Executive Director, Institute on Public Safety and Social Justice

Prime Contractor Signature \_\_\_\_\_ Date 12/9/2015



Contract No. 1553-14829A

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

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

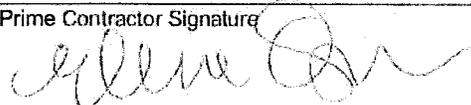
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier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

Bid/RFP/RFQ No.: 1533-14829	Date: 12/4/2015
Total Bid or Proposal Amount: \$100,000	Contract Title: Community Restorative Justice Hubs
Contractor: Adler University	Subcontractor/Supplier/ Subconsultant to be added or substitute: New Life Centers - Urban Life Skills
Authorized Contact for Contractor: JEFFREY GREEN	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jonathan Greener
Email Address (Contractor): jgreen@adler.edu	Email Address (Subcontractor): jonathan.greener@gmail.com
Company Address (Contractor): 17 N. DEARBORN	Company Address (Subcontractor): 2657 S. LAUNDALE
City, State and Zip (Contractor): CHICAGO IL 60602	City, State and Zip (Subcontractor): Chicago IL 60623
Telephone and Fax (Contractor): TEL: 773-441-3100 FAX: 312-662-4401	Telephone and Fax (Subcontractor): Tel: (773) 277-8810 Fax: (773) 681-7061
Estimated Start and Completion Dates (Contractor): 12/01/2015 - 11/30/2016	Estimated Start and Completion Dates (Subcontractor): 12/01/2015 - 11/30/2016

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

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

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

Contractor Adler University  
 Name Alena Quintana, Ph.D.  
 Title Executive Director, Institute on Public Safety and Social Justice  
 Prime Contractor Signature  Date 12/9/2015

Contract No. 1533-14829A

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

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

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

Bid/RFP/RFQ No.: 1533-14829	Date: 12/4/2015
Total Bid or Proposal Amount: \$100,000	Contract Title: Community Restorative Justice Hubs
Contractor: Adler University	Subcontractor/Supplier/ Subconsultant to be added or substitute: Circles and Ciphers
Authorized Contact for Contractor: JEFFREY GREEN	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ethan Ucker
Email Address (Contractor): jgreen@adler.edu	Email Address (Subcontractor): ethan.ucker@gmail.com
Company Address (Contractor): 17 N. DEARBORN	Company Address (Subcontractor): 1545 W. Morse Ave
City, State and Zip (Contractor): CHICAGO IL 60602	City, State and Zip (Subcontractor): Chicago IL 60626
Telephone and Fax (Contractor): TELEPHONE - 312 662 4401 FAX 312 662 4094	Telephone and Fax (Subcontractor): Tel: (773) 761 2500
Estimated Start and Completion Dates (Contractor): 12/01/2015 - 11/30/2016	Estimated Start and Completion Dates (Subcontractor): 12/01/2015 - 11/30/2016

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

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Rs Practitioner and benefits, materials and supplies for circles, Training	\$ 22,500

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 Adler University  
 Name Glena Quintana, Ph.D.  
 Title Executive Director, Institute on Public Safety and Social Justice  
 Prime Contractor Signature  Date 12/9/2015

EXHIBIT 5

MBE/WBE Utilization Plan

**CONTRACT NO. 1553-14829A**  
**Vendor: Adler University**

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

**From:** [Aleatha Easley \(Contract Compliance\)](#)  
**To:** [Kevin Casey \(Procurement\)](#)  
**Subject:** Re: M/WBE goals for Restorative Justice Program Grants  
**Date:** Thursday, July 16, 2015 3:35:42 PM

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Hello Kevin,

After reviewing the provided contract scope for Contract No. 1553-14829, the Office of Contract Compliance recommends the MBE/WBE goals for the five (5) Restorative Justice Program contracts with estimated grant amount of \$100,000.00 for be set at 0% MBE/WBE participation. Should you have any questions please let me know.

**Aleatha Easley**

Compliance Officer  
Cook County Office of Contract Compliance  
118 N. Clark Street, Room 1020  
Chicago, Illinois 60602  
312.603.5504  
[aleatha.easley@cookcountyl.gov](mailto:aleatha.easley@cookcountyl.gov)

---

**From:** Kevin Casey (Procurement)  
**Sent:** Tuesday, July 7, 2015 4:41 PM  
**To:** Aleatha Easley (Contract Compliance)  
**Subject:** M/WBE goals for Restorative Justice Program Grants

Hi Aleatha,

Can you provide me with M/WBE goals for Restorative Justice Program Grants for the Justice Advisory Council (JAC)?

The JAC is looking to distribute five (5) \$100,000 grants to organizations for this RFP.

This is the first year the JAC is issuing an RFP for the Restorative Justice Grants, but they are similar to the Violence Prevention and Recidivism Reduction Grant RFP's they have done earlier this year.

The contact person at the JAC for this RFP is Rebecca Janowitz at 312 603-1134.

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.

EXHIBIT 6

Economic Disclosure Statement Forms

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

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

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

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

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

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

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

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

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

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

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

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

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

*Lobbyist* means any person who lobbies.

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

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 2

### CERTIFICATIONS

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

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

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

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

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

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

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

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

#### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

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

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

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

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

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

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
N/A	

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:  
17 N Dearborn Street, Chicago, IL, 60602

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA  
\_\_\_\_\_  
\_\_\_\_\_

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

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 [X] Applicant or [ ] Stock/Beneficial Interest Holder

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

Identifying Information:

Name: Adler University
D/B/A:
FEIN NO/SSN (LAST FOUR DIGITS): 36-2515281
Street Address: 17 W Dearborn St.
City: Chicago State: IL Zip Code: 60602
Phone No.: 312-662-4000 Fax Number: Email:

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

Corporate File Number (if applicable):

Form of Legal Entity:

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

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

[X] Other (describe) Illinois non-profit corporation

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
N/A		

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

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

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

**Declaration (check the applicable box):**

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

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

*Elena Quintana*  
Signature

e.quintana@adler.edu  
E-mail address

Executive Director, IPSSS  
Title

8-17-2015  
Date

312-662-4021  
Phone Number

Subscribed to and sworn before me  
this 17 day of Aug. 2015

My commission expires:

x *Roxane Wheeler*  
Notary Public Signature

Notary Seal





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

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

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

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

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

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

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

#### **Additional Definitions:**

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

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

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

**PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Jeffrey Green

Address of Person Doing Business with the County: 17 N Dearborn St, Chicago, IL 60602

Phone number of Person Doing Business with the County: 312-662-4000

Email address of Person Doing Business with the County: jgreen@adler.edu

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:

\_\_\_\_\_  
\_\_\_\_\_

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

1553-14829A

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

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

KEVIN CASEY, Office of Chief Procurement Officer

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

LAWETTA Haynes Turner, Justice Advisory Council

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

*Check the box that applies and provide related information where needed*

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

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

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

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

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

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

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

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

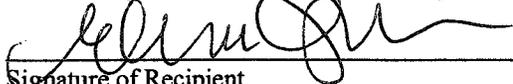
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial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

8-17-2015  
 \_\_\_\_\_  
 Date

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

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

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

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

**I. Contract Information:**

Contract Number: 1553-19829

County Using Agency (requesting Procurement): COOK

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Adler University

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 36-2515281

Date of Birth: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Street Address: 17 N. DEARBORN ST.

City: CHICAGO State: IL Zip: 60602

Home Phone: ( ) \_\_\_\_\_ Driver's License No: \_\_\_\_\_

**III. Compliance with Wage Laws:**

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

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

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

IV. Request for Waiver or Reduction

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

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

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

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

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

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

V. Affirmation

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

Signature: [Handwritten Signature] Date: 12/7/2015

Name of Person signing (Print): RAYMOND CROSSMAN Title: OWNER

Subscribed and sworn to before me this 7th day of December, 2015

x Mitzi C. Norton  
Notary Public Signature

Notary Seal

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



SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

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

Adler University  
Corporation's Name  
312-662-4004  
Telephone  
Go Beth Cap  
Secretary Signature

Raymond Crossman, PhD  
President's Printed Name and Signature  
rec@adler.edu  
Email  
12/9/2015  
Date

Execution by LLC

\_\_\_\_\_  
LLC Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name  
\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature  
\_\_\_\_\_  
Telephone and Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name Signature  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Assumed Name (if applicable)  
\_\_\_\_\_  
Telephone and Email

Subscribed and sworn to before me this  
7th day of Dec, 2015.

Mitzi C. Norton  
Notary Public Signature

My commission expires:  
4/4/2019  
Notary Seal



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

SECTION 6  
COOK COUNTY SIGNATURE PAGE

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8 DAY OF January, 2016

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

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

1553-14829A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000.00

(DOLLARS AND CENTS)

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

APPROVED AS TO FORM:

**NOT REQUIRED**

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

\_\_\_\_\_  
Date