

PROFESSIONAL SERVICES AGREEMENT

OFFICER WELLNESS CHECKS

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY SHERIFF'S OFFICE

AND

MHW PSYCHLAW SERVICES, INC.

CONTRACT NO. 2317-04031B
PURCHASE ORDER NO. 70000371068

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TERMS AND CONDITIONS	1
ARTICLE 1) INCORPORATION OF BACKGROUND.....	1
ARTICLE 2) DEFINITIONS.....	1
a) Definitions	1
b) Interpretation	2
c) Incorporation of Exhibits	2
d) Order of Precedence	3
ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT	3
a) Scope of Services.....	3
b) Deliverables	3
c) Standard of Performance.....	4
d) Personnel	4
e) Minority and Women Owned Business Enterprises Commitment	5
f) Insurance	6
g) Indemnification	8
h) Confidentiality and Ownership of Documents	8
i) Patents, Copyrights and Licenses	9
j) Examination of Records and Audits	9
k) Subcontracting or Assignment of Contract or Contract Funds	10
l) Professional Social Services	11
ARTICLE 4) TERM OF PERFORMANCE	12
a) Term of Performance	12
b) Timeliness of Performance	12
c) Agreement Extension Option.....	12
ARTICLE 5) COMPENSATION	12
a) Basis of Payment.....	12
b) Method of Payment.....	13
c) Funding	14
d) Non-Appropriation.....	14
e) Taxes	14
f) Price Reduction	14
g) Consultant Credits.....	14
ARTICLE 6) DISPUTES.....	15
ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS	15
ARTICLE 8) SPECIAL CONDITIONS.....	15
a) Warranties and Representations.....	15
b) Ethics	16
c) Joint and Several Liability	17
d) Business Documents	17
e) Conflicts of Interest.....	17
f) Non-Liability of Public Officials	18

ARTICLE 9)	EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET	18
a)	Events of Default Defined	18
b)	Remedies	19
c)	Early Termination	21
d)	Suspension	21
e)	Right to Offset.....	22
f)	Delays	22
g)	Prepaid Fees	22
ARTICLE 10)	GENERAL CONDITIONS	23
a)	Entire Agreement	23
b)	Counterparts	24
c)	Contract Amendments	24
d)	Governing Law and Jurisdiction	24
e)	Severability	24
f)	Assigns	25
g)	Cooperation	25
h)	Waiver	25
i)	Independent Consultant	25
j)	Governmental Joint Purchasing Agreement	26
k)	Comparable Government Procurement.....	26
l)	Force Majure	26
m)	Federal Clauses	27
ARTICLE 11)	NOTICES.....	43
ARTICLE 12)	AUTHORITY	44

List of Exhibits

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology and Data Special Conditions Addendum
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	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 MHW Psychlaw Services, Inc., doing business as a corporation of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on September 18, 2025, as evidenced by Board Authorization letter attached hereto as EXHIBIT "6".

BACKGROUND

The County of Cook issued a Request for Qualifications "RFQ" for Officer Wellness Checks. Proposals were evaluated in accordance with the evaluation criteria published in the RFQ. 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	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Information Technology and Data Special Conditions Addendum
Exhibit 4	Minority and Women Owned Business Enterprise Commitment

Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Electronic Payables Program ("E-Payables")
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Contract shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 3	Information Technology and Data Special Conditions Addendum
Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 4	Minority and Women Owned Business Enterprise Commitment
Exhibit 5	Evidence of Insurance
Exhibit 6	Board Authorization
Exhibit 7	Electronic Payables Program ("E-Payables")
Exhibit 8	Identification of Subcontractor/Supplier/Subconsultant Form
Exhibit 9	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, Statement of Work 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**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant 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, which are set forth in Exhibit 4. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

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 \$1,000,000 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).

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 161 N. Clark Street, Suite 2300, Chicago, IL 60601, 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 5) 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.

I) 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 October 1, 2025 ("**Effective Date**") and continue until September 30, 2030, 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 renew this Agreement for two (2) additional one-year periods 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 Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. 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 the total cost of all such amendments does not increase the total amount of the Contract by \$200,000 or more. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount by \$200,000 or more, 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.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any

subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data

developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of

this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The

Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or sub agreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. Fly America

If the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the Contractor and subcontractors at every tier must use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will

provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Contractor and the County intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Contractor warrants to County, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

16. Accessibility Compliance

This provision applies to agreements for design for construction. Contractor warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility

Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, *see* Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to ensure compliance with the above referenced standards. If Contractor fails to comply with the foregoing standards, Contractor must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Contractor represents and warrants that the Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted

construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145)

This provision applies to all contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients.

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

20. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

This provision shall apply to all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics, laborers, and construction work.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages—

(i) Withholding Process. The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) Subcontracts. The Contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The Contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

21. Rights to Inventions Made Under a Contract or Agreement

This provision applies to Contracts or agreements for the performance of experimental, developmental, or research work. Contractor shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

22. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

This provision applies to contracts and subgrants of amounts in excess of \$150,000.

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), as amended

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.

24. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal

Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

26. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

27. Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

28. Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by the Federal Government. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not

ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to the Federal Government.

29. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

For construction or repair contracts in excess of \$2,000, or as otherwise required by Federal program legislation, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under these requirements, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must pay wages not less than once a week.

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: Cook County Sheriff's Office
50 Washington Street, Room 707
Chicago, Illinois 60602
Attention: Chief Financial Officer

and Cook County Chief Procurement Officer
161 N. Clark Street, Suite 2300
Chicago, Illinois 60601
(Include County Contract Number on all notices)

If to Consultant: MHW Psychlaw Services, Inc.

Attention: Dr. Michelle Hoy-Watkins

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

Statement of Work

Wellness Checks

1. Wellness Checks shall be performed in person in a confidential meeting space that is provided by the Provider and last approximately forty-five (45) to sixty (60) minutes in length.
2. Wellness Checks shall be completed at date(s) and time(s) scheduled by the CCSO based upon availability provided by Provider.
3. Sworn Members shall be required to attend the annual Wellness Checks; however, they are not required to engage with Provider.
4. Provider shall not diagnose a Sworn Member with a mental illness or attempt to determine their psychological fitness for duty at the CCSO during the Wellness Check.
5. The CCSO shall not be privy to the content of conversations that the Provider has with a Sworn Member during the Wellness Check.
6. The only documentation the Provider shall provide the CCSO is written notification of the individual Sworn Member's attendance and completion their annual Wellness Check on a specific date.
7. Exceptions to this in accordance with Illinois law are listed below:
 - a. If a Sworn Member discloses to the Provider that the Sworn Member is an immediate harm to themselves or another, and/or discloses that they are abusing a child or an elderly or disabled person, the Provider must contact 911 or the nearest police department and/or hospital to ascertain the Sworn Member's safety.
 - b. If a Sworn Member is an immediate harm to themselves or another, and/or discloses that they are abusing a child, disabled, or elderly person, the Provider will notify the CCSO. Provider must limit the disclosure to the CCSO to the minimum information necessary to achieve its purpose while remaining in compliance with Illinois law. If this exception is applied, Provider shall keep a report of the actions taken to be in compliance with the law and within the limits of confidentiality and HIPPA.

Schedule:

The Wellness Checks schedule shall be established by the CCSO. CCSO will contact the Provider to establish dates of availability for scheduling needs. The Provider shall have the capacity and be able to prioritize the scheduling needs of the CCSO and accommodate scheduling hours for the CCSO's operation, which works 24 hours, 7 days a week.

Provider will provide availability, Monday through Saturday, as follows:

	Dr. Michelle Hoy-Watkins	Dr. Karmen Clay	Dr. Kiela Bolden	Dr. Darlene Perry	Tyler Jasper, LCPC	Dr. Allyse Sturdivant
Day Available	M-F	T, Th, Sat	T, W	T, Th	M, W	M, Th
Times Available	10a – 2p	T,Th: 9a – 2p Sat: 8a – 12p	9a – 5p	9a – 5p	9a – 5p	9a – 5p
Total Availability per Week	25 visits	30 visits	10 visits	20 visits	15 visits	20 visits

Service Locations:

City:

30 N. Michigan Avenue Suite 1125, Chicago
5113 S. Hyde Park Avenue, Suite 2C, Chicago

South Suburban:

7777 W. Lincoln Hwy, Suite A, 1st Floor, Frankfort, IL
15255 S. 94th Ave., 5th floor, Orland Park, IL
20200 Governors Drive, Suite 100, Olympia Fields, IL

West Suburban:

1010 Lake St, #200 Oak Park, IL
1333 Burr Ridge, Suite 200, Burr Ridge , IL

North Suburban:

1821 Walden Office Square, Suite 400, Schaumburg, IL
5250 Old Orchard Rd., Suite 300, Skokie, IL

7.2.5 Key Personnel

The respondent must identify the key personnel that will be committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. Provide a chronological resume for each of the key personnel proposed. Each key personnel shall have three (3) references. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects if any.

The Respondent must identify the key personnel that will be committed to the project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined in the County's best interest. All key personnel must be committed to the project without competing priorities. The evaluation of submittals includes the qualifications of the personnel proposed; therefore, proposers will name key personnel as part of their submittal. Key Personnel must not be replaced during the project without the approval of the Chief Procurement Officer.

Requirements:

- A. Submit list of key personnel who will be participating in the mental check-ins with our staff.
- B. All participating personnel will submit an active Illinois license. One or more of the following is acceptable:
 - 1. Licensed Clinical Professional Counselor (LCPC)
 - 2. Doctorate in Psychology (PsyD)
 - 3. M.D. in Psychiatry
- C. Minimum of five (5) years counseling experience.
- D. All personnel will submit a current Curriculum Vitae (C.V.).
- E. Personnel will be required to pass a background check due to the sensitive nature of the clientele being served.
- F. Experience serving law enforcement personnel is preferred.

Michelle Hoy-Watkins, PsyD, ABPP

EDUCATION

Doctor of Psychology 1997

California School of Professional Psychology, Alameda
APA Accredited Program

Master of Arts 1995

California School of Professional Psychology, Alameda

Bachelor of Science 1993

Xavier University, New Orleans, Louisiana

LICENSURE/CERTIFICATION

Licensed Clinical Psychologist - State of Illinois
Board Certified in Police & Public Safety Psychology
American Board of Professional Psychology

PROFESSIONAL PRACTICE

MHW PsychLaw Services, Inc, Chicago, Illinois

President, Clinical Forensic & Board Certified Police Psychologist, December 2016 – Present

Provide forensic and police psychological services. Provide evaluative services including criminal competencies, criminal responsibility, mitigation, competency in immigration cases, fitness-for-duty evaluations, pre-employment screening of police and public safety officers, campus and workplace Aid, etc). Subcontracts have included: University of Notre Dame Police Department (threat/violence risk assessment), Olympia Fields Police Department (annual wellness; pre-employment; fitness for duty); Illinois State Police (firearm appeals/relief); Atlantic OccuPsych, Inc. (Amtrak pre-employment screenings); AGB Investigative Services (CTA pre-employment screenings); National Immigration Justice Center & US Dept of Justice, Executive Office for Immigration Review (EOIR) (competency to Justice Center & US Dept of Justice, Executive Office for Immigration Review (EOIR) (competency to Justice Center & US Dept of Justice, Executive Office for Immigration Review (EOIR) (competency to participate in immigration proceedings)

Advocate Health, Downers Grove, Illinois

Threat Assessment Consultant, February 2023 – February 2024

Served as a consultant and operational contributor to site-level Workplace Violence Prevention Committees, contributing to granular, criteria-based, prioritized, and dynamic case management. Conducted behavioral threat assessments using proven and repeatable methodologies – sometimes on compressed timelines. Served as a consultant to HR Business Partners and as an operational contributor to plans that mitigate at-risk transactions and contribute to the safety and well-being of team members with restraining or protective orders. Served as a resource to investigative and mitigation teams. Contribute to executive and personal protection planning for team members who may have unique risks to their safety and well-being, to potentially include safely interacting with those expressing threats to establish healthy boundaries. Provide guidance to analytic teams to drive specific supporting information which informs workplace violence prevention strategies. Make recommendations to decision-makers on preventive, deterrent or corrective measures that could be taken to counter indicators trending unfavorably. Create reports to communicate the status of initiatives and outcomes. Contribute to policies and procedures related to workplace violence prevention.

Northwestern University, Evanston, Illinois

Assistant Professor of Clinical Psychiatry and Behavioral Sciences 2019 – present

Director of Threat Assessment, Northwestern University Police, January 2016 – October 2020

Served as the university's central point of contact to identify, assess, and mitigate concerning behaviors. Conducted direct and indirect threat and violence risk assessments of individuals who present with behavioral indicators suggests of threats or violence potential. Chaired the Northwestern's threat assessment team. Participated in University Police leadership and operations meetings. Assisted Command Staff with the completion of Clear and Present Danger Reporting Forms. Engaged in consultation with Assistant Vice President and Deputy Chief of Police, Campus Police, University Health Services, Counseling and Psychological Services, Human Resources, Office of General Counsel, the Dean of Students Office and Office of the Provost to identify and manage persons of concern. Co-facilitated violence prevention/active violence presentations campus-wide. Provided in-service trainings to command and patrol, dispatch, and community service officers. Training topics includes de-escalation, violence risk, threat management, and working with individuals with mental and behavioral health concerns.

The Chicago School of Professional Psychology, Chicago, Illinois

Chair, Department of Forensic Psychology, August 2010 – August 2015

Associate Chair, Clinical Forensic Psy.D. Program, September 2008 – August 2010 Associate Professor,

Department of Forensic Psychology, January 2003–Dec. 2015 Adjunct Professor, Clinical and Forensic

Psychology, June 2002 – December 2003

Oversight and coordination of the Clinical Forensic Psy.D. and M.A. Forensic Programs. Supervised departmental faculty and staff. Managed departmental budget and performed key departmental administrative tasks. Developed and taught curriculum, including personality assessment, forensic assessment, mental health law, ethics, documentation, report writing, and testifying, and correctional psychology, to name a few. Developed law

enforcement concentration for the Clinical Forensic Psy.D. Program. Served as an academic advisor to Masters and Doctoral level students. Facilitated departmental program review. Developed and facilitated a violence prevention program, S.OS. for youth at risk for delinquency in Chicago Public Schools. Awarded grant - \$121, 935. Served as chairperson of the Student Affairs Committee. Served on various institutional committees. Participated in Faculty Council. Consulted with campus safety officer and student services director regarding students at risk for harm. Appointed to manage the student learning assessment plan and the program review process.

Harold Washington Regional Social Security Administration, Chicago, Illinois
Contract Psychologist - Medical Consultant Staff, July 2005 – Present

Conduct second-level quality reviews of mental health disability claims at the regional level. Assess mental health disability claims at the state level to determine eligibility for social security benefits. Consult with other members of the medical consultant staff to assess how the claimant's mental allegations relate to physical limitations or abilities, and its impact on their daily functional abilities.

Center for Applied Psychology and Forensic Studies, Chicago, Illinois
Consultant/Psychologist, December 2000 - 2017

Conducted fitness-for-duty evaluations for the Chicago Police Department and pre-employment psychological screenings for job applicants, new recruits, and career employees in law enforcement, fire protection, and security to assess for psychological stability and job suitability. Administer and proctor psychological tests for Chicago police candidates that assess for job suitability. Provided weekly individual therapy to children and adolescent wards of the Department of Child and Family Services.

Metropolitan Correctional Center – Chicago, Chicago, Illinois
Contract Forensic Psychologist, April 2004 – April 2010

Conducted federal court-ordered forensic evaluations of adult men and women to determine competency to stand trial, other criminal competencies, violence risk, and criminal responsibility. Consulted with Federal Assistant U.S. Attorneys and defense attorneys. Provided expert witness testimony when needed.

Kane County Diagnostic Center, Batavia, Illinois
Contractual Psychologist, December 2002 – 2006

Conducted court-ordered evaluations, including fitness to stand trial and comprehensive psychological assessments to aid in treatment and sentencing recommendations. Worked specifically with adult male and juvenile offenders referred by the Sixteenth Judicial Circuit Court. Provided expert witness testimony when needed.

Early Intervention Specialist, Department of Human Services, Chicago, Illinois
Contractual Psychologist, February 2001 - 2004

Evaluated children ages three and younger for development and behavioral deficits. Completed psychological assessments. Provided play therapy to children and consultation to parents.

Community Mental Health Council, Chicago, Illinois

Systems Coordinator, Mental Health Juvenile Justice Initiative, April 2002 - March 2003 Directed the Mental Health Juvenile Justice Initiative program in Cook County.

Provided court consultation and expert testimony as needed. Provided presentations to judges, probation department, attorneys, and other court personnel. Also presented to the President's New Freedom Commission on Mental Health and the Japanese Delegation. Supervised seven liaisons and facilitated monthly county meetings.

Elgin Mental Health Center, Elgin, Illinois

Psychologist II, April 1999 – April 2002

Conducted court-ordered evaluations of adult men adjudicated, including Not Guilty by Reason of Insanity, Unfit to Stand Trial, and Unfit to Stand Sentencing. Conducted violence risk assessment evaluations and individualized treatment plans, provided case management, individual therapy, and group sessions. Supervised practicum students. Provided expert witness testimony in Cook County Circuit Court.

United States Medical Center for Federal Prisoners, Springfield, Missouri

Forensic Post-Doctoral Fellow, October 1997 - October 1998

Conducted court-ordered forensic evaluations including competency to stand trial, criminal responsibility, and violence risk assessment of adult male and mentally ill offenders. Provided clinical services including crisis intervention and mental health treatment. Facilitated a weekly competency restoration program for inmates who had been adjudicated incompetent to stand trial. Participated in weekly didactic, case law, and testing seminars. Provided expert witness testimony in U.S. Federal District Court. Completed Federal Law Enforcement Training academy requirements, which included self-defense, hostage negotiation, physical agility, and firearms training.

Metropolitan Detention Center, Los Angeles, California

Pre-Doctoral Intern, September 1996 - September 1997

Provided psychological services at an APA-accredited internship to a broad variety of ethnic groups with Axis I and Axis II diagnoses. Conducted psychological court evaluations, psychodiagnostic testing, segregation reviews, and thorough intake interviews with inmates who possessed chronic mental health problems. Performed suicide assessments and monitored follow-up. Provided group therapy, ongoing psychotherapy, and crisis intervention. Facilitated a 40-hour drug education program.

Augustus F. Hawkins Mental Health Center, Watts, California

Intern, November 1996 - July 1997

Provided group therapy to acute mental health patients in a large residential ward. Provided outpatient treatment to individuals in recovery from substance-related problems using a 12-session brief treatment model.

Guidance Clinic – Juvenile Hall, San Leandro, California

Psychological Trainee, September 1995 - May 1996

Co-facilitated weekly female adolescent offender group, conducted forensic evaluations, and provided therapy and crisis intervention with juvenile offenders.

New Bridge Foundation, Berkeley, California

Bridge 2000 Clinical Counselor, May 1995 - May 1996

Facilitated four substance abuse groups per week and provided individual, couples, and family counseling to substance abuse and dually diagnosed clients. Conducted intakes and provided case management for residential, outpatient, and day treatment clients.

TEACHING EXPERIENCE

Northwestern University, School of Education & Social Policy

Adjunct Professor, Summer 2019 – present

Suburban Law Enforcement Academy, College of DuPage Adjunct Professor,
Summer 2015 – present

The Chicago School Professional Psychology, Chicago, Illinois

Associate Professor, Department of Forensic Psychology, 2005 – 2016 Assistant Professor, January 2003 – 2005 Adjunct Professor, Summer 2002 – January 2003

Chicago State University, Chicago, Illinois

Adjunct Professor, Fall 2000

PROFESSIONAL PRESENTATIONS

2022 Palo Alto University. *At the Forefront of Mental Health: Critical Issues in Policing.*

2021 American Academic of Police & Public Safety Psychology/CONCEPT. *The Specialty of Police & Public Safety Psychology: A Passion for Public Service.*

2020 Oakton Community College. *Women in Leadership: Telling HERstory Symposium. Black Women in Police Psychology and Public Safety.*

2020 American Psychology-Law Society Annual Conference. *Policing in America.*

2016 FBI Chicago Division and Chicago State University, 21st Century Policing: A Comprehensive Model to Rebuild Trust between Law Enforcement Agencies and the Communities they Serve and Protect.

"Implicit Racial Bias/ Diversity Recruitment in Law Enforcement"

2016 Northwestern University Big 10 Emergency Management and Special Events Conference. *"The Role of Behavioral Intervention Teams in Campus Threat Assessment"*

2016 Northwestern University Police Department Annual In-Service Training.
"De-escalation Training"

2012 American Psychological Association Annual Convention.

"Widespread Incarceration of African American Men and its Effects on their Families and Communities."

2011 Illinois Psychological Association Convention. *"Taming the Lion: How are Psychologists and Community Activists Addressing Violence in our Schools and Communities?"*

2004 Society for Personality Assessment. *"New and Resurgent Scoring Systems for Thematic Apperceptive Techniques-II."*

2003 The Chicago School of Professional Psychology's Eighth Annual Cultural Impact Conference. *"A Projective Assessment Tool for African Americans."*

2002 17th Annual Statewide Forensic Conference. *"Mental Health Juvenile Justice Initiative."*

2002 President's New Freedom Commission on Mental Health. *"Mental Health Juvenile Justice Initiative: Case Presentation."*

2001 Illinois Psychological Association Annual Convention, Student Symposium. *"How to Prepare for Licensure."*

1997 Association of Black Psychologists National Convention. *"Contemporizing of the Themes Concerning Blacks Test: A Projective Measure."*

PROFESSIONAL AFFILIATIONS

Association of Threat Assessment Professionals
American Psychology – Law Society (APLS), Member American
Psychological Association (APA), Member APA, Division 18 -
Psychologists in Public Service, Chair Elect
APA Division 41- American Psychology Law Society
IACP Police Psychological Services Division Section
Illinois Department of Professional and Financial Regulation,
Clinical Psychologist Licensing and Disciplinary Board,
Former Vice-Chair and Member
Society for Police and Criminal Psychology

PROFESSIONAL AWARDS

July 2013	Diversity MBA Magazine Top 100 Under 50 Award	June 2013 Gisele M. Casanova Leadership Award
Fall 2010	Faculty Development and Promotion Committee Small Research Grant	Fall 2006 Distinguished Teaching Award – Excellence in Teaching
2004-2005	"Teacher of the Year" – M.A. Forensic Program, The Chicago School of Professional Psychology	
2003-2004	"Teacher of the Year" – M.A. Forensic Program, The Chicago School of Professional Psychology	
2002-2003	"Teacher of the Year" – M.A. Forensic Program, The Chicago School of Professional Psychology	

SELECTED PUBLICATIONS

Hoy-Watkins, M., Bush, S., Sesta, J. (2017). Education and Training in Forensic Neuropsychology. In S. Bush (Ed.), *APA Handbook of Forensic Neuropsychology*. Washington, D.C.: American Psychological Association.

Hoy-Watkins, M. & Shaal, M. (2016). Competency to stand Trial. In T. Masson (Ed.), *Inside Forensic Psychology*. Santa Barbara: Praegar.

Hoy-Watkins, M. (2012). Diversity in community corrections. In S. M. Barton-Bellesa (Ed.), *Encyclopedia of Community Corrections* (n.p.). Los Angeles: Sage Publications, Inc.

Radomsky, L., Hoy-Watkins, M., Bandawe, C., & Hassane, S. (2010). Assessment for counseling intervention. In E. Mpofu (Ed.), *Counseling people of African ancestry* (pp. 41 - 56). New York: Cambridge.

Hoy-Watkins, M., & Jenkins-Monroe, V. (2008). The Contemporized-Themes Concerning Blacks test (C-TCB). In S. R. Jenkins (Ed.), *A handbook of clinical scoring systems for Thematic Apperceptive techniques* (pp. 659-684). New York: Lawrence Erlbaum Associates.

Hoy-Watkins, M. (2008). Manual for the Contemporized-Themes Concerning Blacks test (C-TCB). In S. R. Jenkins (Ed.), *A handbook of clinical scoring systems for Thematic Apperceptive techniques* (pp. 685-695). New York: Lawrence Erlbaum Associates.

Wyncoop, T.F., Frederick, R.I., and Hoy, M. (2006). Improving the clinical utility of the SIRS cognitive items: Preliminary reliability, validity, and normative data in pretrial and clinical samples. *Archives of Clinical Neuropsychology* 21(7), 651-656.

REFERENCES

Available upon request

Karmen Clay-Tyler, Psy.D.

Licensed Clinical Psychologist –State of Illinois PSYPACT Credentials

EDUCATION

Doctor of Psychology

9/08 – 8/15

Illinois School of Professional Psychology at Argosy University, Chicago, Chicago, IL
APA Accredited Program

Master of Arts in Forensic Psychology

9/04 - 6/06

The Chicago School of Professional Psychology, Chicago, IL

Bachelor of Science in Psychology

9/00 - 6/04

Central State University, Wilberforce, OH

WORK EXPERIENCE

Licensed Psychologist

8/23 - present

Optum Serve/Frontera Search

- Conduct forensic psychological examinations for the Veterans Benefits Administration (VBA) and Department of Defense (DOD) of veterans and military service members for Compensation and Pension and Separation Health Assessments, respectively.
- Review records and conduct clinical interviews.
- Administer psychological testing instruments. Score and interpret test data.
- Provide reports for Disability Benefits Questionnaires (DBQs) to the VBA and DOD to assist in determination of service-connected benefits for veterans and service members.
- Provide excellent written and verbal communications skills.
- Communicate with Optum Clinical Operations staff, Technical Support, and assigned Optum Market Manager re cases and to report clinical events.

Owner, President, and Chief Psychologist

1/21 – Present

Rise Consulting and Psychological Services, PLLC, Chicago, IL

- Completion of pre-employment psychological suitability screenings and fitness-for-duty evaluations of police and public safety personnel.
- Mental health intakes and diagnostic assessments.
- Completion of psychoeducational assessments of individuals seeking school-based and college accommodations.
- Administer, score, and interpret psychological test and self-report measures
- Crisis intervention training and consultation to correctional and law enforcement agencies.
- Completion of Independent Medical Evaluations

Contractual Psychologist

3/21 – 3/22

Physician Disability Occupational & Health Services LLC, Chicago, IL

- Completed consultative evaluations of claimants referred by Illinois Social Security Disability Office.
- Administered and scored psychological tests
- Provided psychological reports to address claimants' ability to manage funds.

Director of Staff Wellness & Clinical Services

1/20 – 7/22

Cook County Sheriff's Office, Staff Wellness and EMPOWER Center, Chicago, IL

- Worked collaboratively to develop & oversee programs designed to support staff wellness and resiliency for police and correctional officers.

- Planned, organized, and supervised staff wellness programs and completed the development of program objectives.
- Completed trauma-informed interviews with officers involved in critical incidents.
- Coordinated with Peer Support Program in responding to officers in crises and involved in traumatic incidents
- Facilitator of psychoeducation and resiliency training workshops to sworn staff.
- Worked collaboratively with Peer Support and Early Intervention Units.
- Worked within CCSO training academy to provide mental health in-service trainings to police officers recruits
- Served as clinical consultant and member of interview panel for applicants applying to sworn positions at CCSO
- Member of COVID-19 Emergency Care Center Operation and screened employees with confirmed COVID-19 cases
- Designed, implemented, and supervised all aspects of the CCSO Clinical Training Externship Program
- Provided clinical supervision and training to graduate level externs providing direct services to inmate population

Contractual Psychologist

4/19 – Present

Center for Applied Psychology and Forensic Studies (CAPFS), Chicago, IL

- Performs pre-employment suitability screenings and fitness-for-duty evaluations of police and public safety personnel.
- Completion of mental health intakes and diagnostic assessments.
- Provides consultation services.
- Serves as a member of clinical training program.

Director of Behavioral Health and Religious Services

9/18 – 1/20

Cook County Sheriff's Office, Department of Corrections -Cook County Jail, Chicago, IL

- Served as member of CCDOC executive leadership team and supervises team of 16 staff, both sworn and civilian
- Oversee all aspects of the Mental Health Transition Center (MHTC) to include program development, implementation, and expansion
- Provided clinical supervision and training to graduate level students providing direct services to detainees
- Completed weekly and monthly program reports to be submitted to the DOC Chief of Programs
- Maintained MHTC participant roster and distributes to divisional staff daily
- Rendered supervision and monitoring of all aspects of detainee religious services including programs, holiday events, assignment of religious diets, observation of religious holidays, spiritual and grief counseling, requests for religious services and materials, and approval of charitable donations
- Provided oversight to 1500 religious volunteers and 150 religious organizations from various faiths to provide services to all pre-trial detainees within DOC
- Communicated with command staff to ensure implementation of religious services/requests within each division
- Responded to detainee grievances and provides information to CCSO legal team regarding any litigation matters

Deputy Director of Programs, Mental Health Transition Center (MHTC)

4/17 -9/18

Cook County Sheriff's Office, Department of Corrections, Cook County Jail, Chicago, IL

- Provided daily oversight of all in-custody and post-release detainee programs at the MHTC
- Coordinated mental health, substance abuse, fine arts, and vocational programming provided to MHTC detainees
- Worked closely with the Director of Behavioral Health and security personnel to provide daily oversight
- Managed participant enrollment and facilitated weekly program recruitment within select divisions
- Provided direct training and clinical supervision to mental health staff program officers, and student trainees
- Communicated with members of the judiciary regarding detainees' participation with services
- Attended multidisciplinary team meetings to include superintendents, correctional case managers, and mental health/medical staff
- Maintained daily roster and tracking of detainee progress, movement, disciplinary incidents, and program dismissals
- Facilitated weekly Drum Circle group with detainees

- Provided program tours to community partners, members of the judiciary, and correctional staff from surrounding counties

Post-Doctoral Psychology Fellow

10/15 – 3/17

Wright State University School of Professional Psychology, Dayton, OH

- Completed clinical intake assessments to include diagnosis, mental statuses, and client risk to self and others
- Provided weekly individual counseling
- Completed psychological testing and evaluations
- Developed programs and curricula to be utilized with youth referred from the Montgomery County Juvenile Court
- Facilitated Social Skills and Anger Management counseling groups to court-involved children and adolescents
- Managed support staff assigned to Juvenile Justice programming
- Provided weekly umbrella supervision and consultation to clinical trainees
- Supervised monthly chart audit reviews and provided feedback as necessary
- Participated in didactic trainings, case conferences, in-services, and clinical supervision as needed or required
- Member of Dialectical Behavioral Therapy (DBT) treatment team for clinicians treating clients with Borderline Personality Disorder
- Co- Facilitator for Forensic Assessment course
- Guest lecturer for Correctional Psychology course
- Represented agency at monthly Ex-Offender Re-Entry events

Pre-Doctoral Psychology Resident

7/14-7/15

Bexar County Juvenile Probation Department, San Antonio, TX

APA Accredited Internship

- Provided short-term and long-term individual counseling to detainees at Bexar County Juvenile Detention
- Provided weekly group counseling to address topics of diversity, personal triggers and negative behaviors, substance use, relapse prevention, and violence prevention
- Conducted structured interviews with adolescents and parents
- Administered, scored, interpreted, and wrote psychological assessments of juvenile probationers
- Assisted in the completion of juvenile forensic evaluations
- Participated in psychiatric rounds
- Provided psychological oriented consultation to probation officers and staff
- Participated in ROPES course experiential therapy group
- Provided assessment supervision to practicum students
- Completed of 4 Training Rotations
- 1 hour weekly individual therapy supervision, 2 hours weekly individual testing supervision, 1-hour weekly group supervision, 4 hours weekly didactic
- Supervisors: Mary Collins, Psy.D., Ashley Powell, Ph.D., Anne Thomas, Ph.D., Catlin Bowlin Psy.D., Paul Kern, Ph.D., Heather Holder, Psy.D., and Jeannie Von Stultz, Ph.D.

Mental Health Employment Specialist

8/12 – 6/14

Thresholds, Supported Employment Program, Chicago, IL

- Completed mental health assessments of severely mentally ill clients interested in vocational services
- Informally counseled clients on employment barriers such as mental health challenges, stress tolerance, and coping abilities
- Supported clients through recovery & vocational process using evidenced-based Supported Employment Principles
- Provided community outreach to engage clients to Supported Employment Program
- Used interdisciplinary approach to promote client recovery
- Acted as community liaison to increase mental health awareness
-

Metropolitan Correctional Center (MCC), Federal Bureau of Prison, Chicago, IL

- Facilitated drug education and drug abuse treatment groups
- Completed mental health intake assessments of pretrial and designated inmates
- Provided short-term individual counseling to inmates with symptoms of depression, anxiety, and PTSD
- Administered psychological tests to assist in the completion of competency to stand trial evaluations
- Conducted anger management group focusing on stress management, communication, and personal responsibility as well as a basic cognitive skills group which focused on criminal thinking, thinking errors, and cognitive restructuring
- Completed client medication consultations to assess adjustment and functioning in response to medication
- Participated in weekly department meetings, didactic seminars, and quarterly case presentations

Supplemental Practicum Extern

8/11 – 12/11

Psycholegal Services, Chicago, IL

- Assisted in the completion of 604(b) Child Custody Evaluations for Family Courts in Cook County
- Administered psychological tests to parents and assessed mental health functioning and ability to care for children
- Assessed psychosocial, cognitive, and developmental functioning of child
- Aided judges in determining “goodness of fit” and provided recommendations based on best interest of child
- Consulted with collateral contacts
- Attended weekly individual and group supervision, team meetings, and didactic trainings

Therapy Practicum Extern

7/10 – 6/11

Department of Women’s Justice Services (DWJS), Cook County Sheriff’s Office, Chicago, IL

- Completed mental health screenings and intake assessments of detainees referred for treatment
- Provided short-term individual counseling to female detainees presenting with a variety of mental health needs such as trauma and substance abuse
- Facilitated Parenting Support Group with detained mothers to process weekly parent-child contact visits
- Worked as on-call crisis counselor
- Attended weekly individual & group supervisions as well as didactic training seminars
- Used an interdisciplinary approach through consultation with division service providers to ensure safe and appropriate delivery of mental health services

Diagnostic Practicum Extern

7/09 – 6/10

Center for Applied Psychology and Forensic Studies, Chicago, IL

- Aided in the completion of pre-employment job suitability screenings of law enforcement and public safety candidates
- Assisted with administration, scoring, and interpretation of psychological test data to assist in the determination of psychological fitness for duty of police and public safety personnel
- Assisted in the completion of high-profile forensic cases
- Provided short-term individual counseling to private clients

Mental Health Juvenile Justice Liaison (MHJJ)

3/08- 8/10

Community Mental Health Council, Mental Health Juvenile Justice (MHJJ) Program, Chicago, IL

- Completed mental health assessments of youth involved with the Juvenile Justice System and those assigned probation
- Worked closely with Cook County Juvenile Probation and JTDC to initiate community-based mental health services for youth returning to community
- Provided case management services and treatment referrals to juvenile parolees and their families
- Engaged clients in mental health services via home visits and community outreach services
- Offered informal counseling to youth and their families

M.L.S. Consulting Inc. (Maximizing Learning in Schools), Chicago, IL

- Conducted classroom and individual client observations of pre-school aged children attending local head-start agencies
- Prepared and co-facilitated mental health workshops to teaching staff and parents surrounding mental and emotional development of early childhood-age children
- Provided teacher and parent consultations in response to referrals and service requests
- Acted as liaison between various program sites and mental health program consultants
- Completed monthly billing and invoices for agency
- Assigned individual cases to consultants and monitored progression of cases

Social Service Worker

10/06 – 8/07

Kaleidoscope for Kids, Chicago, IL

- Provided mental health services to children in foster care to help stabilize foster placements
- Evaluated clients' needs and strengths through use of the Child and Adolescent Needs and Strengths (CANS) assessment tool
- Utilized data from assessments to develop client treatment, quarterly, and discharge plans
- Led weekly team meetings and quarterly staffing reviews of client progress
- Worked closely with team supervisor to manage team's caseload

Masters Practicum Extern

9/05 - 7/06

Cook County Juvenile Court Clinic, Chicago, IL

- Interviewed youth detained at the Juvenile Temporary Detention Center (JTDC) and families involved with Child Welfare System to assist in completion of court-ordered forensic evaluations
- Requested client records from past service providers
- Completed resource development and recommendation plans for youth returning to community
- Attended weekly didactic seminars covering legal and clinical issues related to Forensic Psychology

Community Advocate/ Outreach Worker

6/01 – 9/04

Combined Health District, Division of Special Services, Dayton, OH

- Provided prenatal health education and awareness to pregnant teenage mothers
- Educated high school seniors on sex health awareness and prevention
- Assisted with parenting classes for court mandated parents, teenage mothers, and parents involved with Child Welfare System
- Located community resources and services for families in need of clothing, furniture, and healthcare services
- Aided with GIRLSTALK workshop series covering issues of self-esteem, abstinence, and dating with teenage girls aged 11- 18.

VOLUNTEER EXPERIENCE

Clinical Intervention Group Work Counselor

7/05 – 6/06

Cook County Department of Juvenile Probation, Chicago, IL

- Co-facilitated psychoeducational groups to youth on probation and parole at neighborhood police station
- Discussed issues related to personal goals, anger-management, coping skills, and violence/gang prevention

RESEARCH AND PUBLICATIONS

Clinical Research Project (CRP)

2015

Illinois School of Professional Psychology at Argosy University, Chicago

Psychological Characteristics of Police Officers Referred for Multiple Fitness-for-Duty Evaluations

CONFERENCES/WORKSHOPS ATTENDED

- Presenter, IACP Officer Safety and Wellness Symposium, *Hearing Her Voice: The Occupational Stressors of the Matron to the Modern Woman in Law Enforcement*, 2022

- Wellness Checks: A Psychoeducational Component of Public Safety Personnel's Mental Health Maintenance, 2021
- Presenter/Panelist, International Association of Chiefs of Police (IACP) Conference, 2021
- Emerging Issues in Public Safety Assessment, JRA Conference, 2021
- Building a Career in Police and Public Safety Psychology, Concept/Palo Alto University, 2021
- Current Issues in Police and Public Safety Psychology, APA Div18, 2020
- Preventing Vicarious Trauma, Compassion Fatigue, and Burnout in Forensic Mental Health, Concept/Palo Alto University, 2020
- International Association of Chiefs of Police (IACP) Conference, 2019
- Road to Resilience: A 2-Day Series on Recovery from Addiction and Trauma for Law Enforcement, 2019
- Perplexing Problems in Psychological Practice: Decision Science, Ethics, & Risk Management, 2019
- SAMHSA's GAINS Center, Trauma Informed Train-the-Trainer Workshop, 2019
- Competency-Based Supervision: Guidelines for Self-Assessment, 2016
- ACT Raising Safe Kids Facilitator Training, 2016
- Problem Gambling; Its Preventable, Identifiable, and Treatable, 2016
- Trauma Focused Cognitive Behavioral Therapy (TF-CBT), 2015
- Knowing Who You Are Diversity Workshop, Bexar County Juvenile Probation Department, 2014
- Motivational Interviewing, Bexar County Juvenile Probation Department, 2014
- Culturally Competent Counseling: A Focus on Issues of Diversity in the Clinical Relationship, Dept of Veterans Affairs, 2013
- Symposium on Child Trauma in the Public Sector, Northwestern University, 2012
- Shining a Light on Adolescent Trauma, University of Illinois Chicago (UIC), 2012
- Difficult Dialogue about Gender, Argosy University, 2011
- Women, Girls, and Trauma: Creating Gender-Responsive Services, 2009
- Gender Justice: Reclaiming the Health of Court-Involved Girls in Illinois, 2009
- Statewide Conference on Mental Health & Justice, Illinois Department of Human Services, 2008
- Presentation on Suicide Prevention for Adolescents, Jason Foundation, 2007
- Seminar on Court Testifying, Department of Children and Family Services, 2007
- Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS), 2007

PROFESSIONAL AFFILIATIONS

- APA, Div18, Psychologists in Public Service, Police and Public Safety Section, Member, 2022-present
- The National Register of Health Service Psychologists, Member, 2021 - present
- Society for Police and Criminal Psychology (SPCP), Member, 2021 - present
- International Association of Chiefs of Police (IACP), Associate Member, 2019 -present
- American Psychological Association (APA), Member, 2015, 2019 – present
- Alpha Kappa Alpha Sorority Incorporated, Graduate Member, 2005 - present
- National Association of Blacks in Criminal Justice (NABCIJ), Member, 2004, 2009

References Attached

PROFESSIONAL REFERENCES

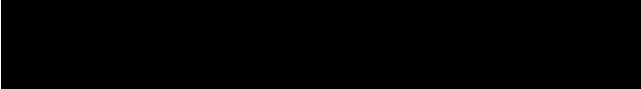
Marlon Parks

Undersheriff



Dr. Jane Gubser

Executive Director



Dr. Stephanie Barone McKenny

LAPD Police Psychologist

Membership Chair, Psychological Services Sections, International Association of Chiefs of Police



Dr. Marva P. Dawkins, Ph.D., ABPP

Board Certified in Police and Public Safety Psychology

President, Center for Applied Psychology and Forensic Studies



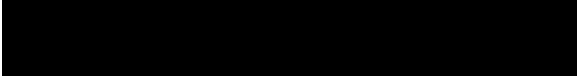
Dr. Carla Moore, Ph.D, LPC

Licensed Psychologist

Clinical Director

Moore to Life Counseling and Consulting, LLC

Education Chair, Psychological Services Sections, International Association of Chiefs of Police



KIELA A. BOLDEN, PSY.D.

Academic Preparation

- Psy.D.** **Education:** Illinois School of Professional Psychology at Argosy University, APA Accredited, November 2010
Major Field: Clinical Psychology, Forensic Concentration
Dissertation: Girls with disruptive behavior disorders: factors that inform and influence social competence.
Chair: Kathleen O'Brien, Ph.D.
- MA** **Clinical Psychology**, Illinois School of Professional Psychology at Argosy University, June 2007
- B.S.** **Psychology**, Howard University, May 2002

Credentials/Certifications

- 3/2021 - Present Certified Adult Mental Health First Aid Instructor, USA
6/2015 - Present National Register Health Service Psychologist (54740)
8/2014 - Present Licensed Clinical Psychologist (071.008892)

University Teaching Experience

- 1/2014 - Present **Lecturer of Psychology**, Chicago State University Department of Psychology, Chicago Illinois
Courses Taught:
PSCY-1100.01 - Introduction to Psychology
PSYC-2040.52 - Psychology of Child & Adolescence
PSYC-2155.51 - Abnormal Psychology
PSYC-2300.01 - Cultural Psychology
PSYC-2400.01 - Introduction to Forensic Psychology
PSYC-3100.51 - Cognitive Psychology
PSYC-3120.51 - Physiological Psychology
PSYC-3320.61 - Family and Community Violence
PSYC-2020.51 - Educational Psychology
PSYC-5300.51 - Advanced Educational Psychology
- 10/2013 - 12/2013 **Adjunct Faculty**, DeVry University Department of Psychology, Chicago, Illinois
Course Taught:
Psychology 110: Introduction to Psychology
- 12/2008 – 4/2009 **Teaching Assistant**, Illinois School of Professional Psychology, Chicago, Illinois
Courses:
PP8185 - Social Psychology and Difference
PP7341 - Issues in the Assessment and Treatment of Ethnically and Racially Diverse Populations
PP8650 - Assessment and Treatment of Substance Abuse.

Non-Academic Professional/Community Experiences

9/2021 - Present	Conference Chair , Police and Public Safety Section of Division 18, American Psychological Association
8/2017 - 5/2018	Faculty Advisor , Chicago State University FBI Chicago Citizens Academy for Students Club
1/2016 - 12/2017	Onsite Facilitator , Chicago Police Department recruitment activities, Chicago State University
6/2017	Community Participant , FBI Citizens Academy Program
9/2016	Planning Committee/Panel Moderator , 21st Century Policing: A Comprehensive Model to Build Trust between Law Enforcement Agencies and the Communities They Protect and Serve, Chicago State University, Chicago
3/2015 - 9/2015	Committee Member , Chicago State University Safety Committee
6/2015	Community Participant , Chicago Police Department Citizen's Academy

Clinical Experiences

11/2015 - Present	Medical Consultant , Social Security Administration Regional Office, Chicago, Illinois Perform independent reviews of medical and functional evidence; provide severity assessments and written summaries of cases assigned by the Social Security Administration.
10/2014 - Present	Independent Contractor , Center of Applied Psychology and Forensic Studies (CAPFS), Chicago, Illinois Provide pre-employment psychological screenings for various law enforcement agencies.
4/2015 - 10/2015	Independent Contractor , Oak Forest Psychological Services, Countryside, Illinois - Conducted psychological assessments; treatment plan development and reviews, providing individual therapy to the severely mentally ill consumer residing in extended care facility in Chicago Heights, IL. - Participated on a multidisciplinary team.
8/2014 - 6/2015	Independent Contractor , Healing Empowerment & Learning Professionals, LLC, Chicago, Illinois Provided professional development trainings for Chicago Public School (CPS) staff on how to implement restorative practices in a school setting.

- Participated in the Behavior Health Support Team meetings to address, support, and coordinate the services to students in need of targeted supports.
- Consulted with CPS manager to assess the implementation of progress at assigned school.
- Co-facilitated circles with staff members who have been trained as Circle Keepers and engage students in restorative conversations.

9/2012 - 9/2013

Acting Mental Health Team Leader, Isaac Ray Center at the Cook County Juvenile Temporary Detention Center, Chicago, Illinois

- Supervised an interdisciplinary mental health team and provided behavioral/mental health treatment for 45 youth.
- Facilitated interdisciplinary team meetings and provided consultation to detention center staff.
- Developed psycho-educational group curricula for detained youth. Psycho-educational group topics included restorative justice, anger management, risk reduction, and substance abuse.
- Conducted initial assessments, suicide risk assessments, crisis intervention, confinement assessments, and case collaboration with psychiatry staff. Participated in re-entry development planning of detained youth.

9/2010 - 9/2012

Postdoctoral Fellow, Mental Health Specialist, Isaac Ray Center at the Cook County Juvenile Temporary Detention Center, Chicago, Illinois

- Maintained a caseload and provided clinical services for pre-adjudicated and adjudicated adolescents.
- Provided initial assessment, suicide risk assessment, crisis intervention, and unit/confinement rounds.
- Provided mental health consultation to detention center staff.

9/2009 - 8/2010

Clinical Intern, Ethan Allen School, State of Wisconsin, Division of Juvenile Corrections, APA Accredited, Wales, Wisconsin

- Provided clinical services for adjudicated adolescents and young adults including work at Southern Oaks Girls School.
- Facilitated interventions which included individual, group and family psychotherapy, including treatment of depression, post traumatic stress, anxiety, and cognitive distortions.
- Conducted formal and informal psychological assessment including assessments for risk of self harm, risk of violence, and mental status.
- Provided culturally diverse and sensitive interventions, including group therapy for anger management, sex offender treatment, alcohol and other drug abuse treatment, and Healing Young People Through Empowerment groups.

- | | |
|-----------------|--|
| 7/2002 - 9/2009 | <p>Mental Health Worker, Rush University Medical Center, Chicago Illinois</p> <ul style="list-style-type: none"> • Managed children and adolescents ages 3-17 with severe emotional and behavioral disturbances in a secure inpatient psychiatric setting. • Provided milieu assessments of behavior and implemented interventions as outlined by youth's treatment plan. • Facilitated interventions which included individual counseling utilizing cognitive behavioral techniques, social skills training and relaxation groups. • Participated in patient care staffing and regular clinical supervision. |
| 7/2006 - 7/2007 | <p>Therapy Practicum Student, University of Illinois at Chicago, Department of Psychiatry, Institute for Juvenile Research, Disruptive Behavior Clinic (School-Age Program), Chicago, Illinois</p> <ul style="list-style-type: none"> • Provided family therapy for families for youth with Disruptive Behaviors Disorders and co-morbid disorders. • Utilized a family focused intervention approach for children, adolescents and parents to address problems including life situations and difficulties surrounding issues of aggression, poor academic performance, poor social skills, and repeated police contact, violence exposure, and grief/loss. |
| 7/2005 - 7/2006 | <p>Diagnostic Practicum Student, Cook County Sheriff's Department of Women's Justice Services, Chicago, Illinois</p> <ul style="list-style-type: none"> • Conducted comprehensive diagnostic assessments in a correctional setting with incarcerated adult women with extensive trauma histories, a variety of psychological disorders and co-morbid disorders for a federal funded National Institute on Drug Abuse (NIDA) research study. • Provided crisis intervention and stabilization. |

Presentations

- Bolden, K. (2020, October 21). Women in Leadership: Telling HERstory [Symposium]. Oakton Community College, Des Plaines, Illinois.
- Bolden, K. (2008, June 18-21). Girls with disruptive behavior disorders: factors that inform and influence social competence. [Poster presentation]. Society for Psychotherapy Research, Barcelona, Spain.

Professional Memberships

- | | |
|-------------------|---|
| 11/2020 - Present | Society of Police and Criminal Psychology |
| 4/2020 - Present | International Association of Chiefs of Police, Psychological Section |
| 10/2018 - Present | Police and Public Safety Section of Division 18, American Psychological Association |

Research Focus

Quantitative and qualitative research in police and public safety psychology

References

Lindsay Bicknell-Hentges, Ph.D.
Judge Marian Perkins
Michelle Hoy-Watkins, Psy.D ABPP

PROFESSIONAL PROFILE

- Results-oriented administrator with close to 20 years of continuous advancement and expertise in a range of areas including clinical and forensic psychology, social justice, and diversity/equity/inclusion
- Creative, solutions-oriented thinker
- Collaborative and effective in building strong teams and coalitions
- Strong facilitation skills and ability to promote insight, foster excitement, and garner commitment to new directions
- Self-driven, accountable, highly independent
- Strong oral, written, and presentation skills

AREAS OF EXPERTISE

- | | |
|---|--|
| • Mental Health Treatment with Forensic Populations | • Clinical and Forensic Evaluations |
| • Organizational Change Management Consultation | • Facilitation and Presentation Delivery |
| • Curriculum Development | • Staff Training and Development |
| • Strategic Planning | • Program Evaluation/Quality Assurance |
| • Clinical Supervision | • Academia |

RECENT PROFESSIONAL EXPERIENCE

President/Founder, P & S Evolutions, LLC ▪ 6/2004 - Present

- Provides psycho-legal consultation, mental health consultation, and organizational change management to systems and professionals that interface with forensic populations and marginalized communities
- Facilitates trainings, circles, and discussions on topics including diversity and inclusion, organizational wellness, mental health, re-entry and rehabilitation, high conflict families
- Delivers a wide range of clinical and specialize services to children, families and adults in the areas of high conflict families/divorce, child maltreatment, delinquency, domestic violence, re-entry, and victim-related trauma
- Provides wellness services to individuals and organizations to reduce burnout and compassion fatigue
- Conducts comprehensive psychological evaluations that include areas of divorce/child custody, competency, Miranda Warnings, risk assessment (child and adults), child protection, and personal injury

Mental Health Consultant, Illinois Department of Juvenile Justice ▪ 4/2016 – Present

- Provides consultation and professional development trainings to staff in Aftercare and mental health professionals in the IDJJ facilities
- Offers consultation to help improve quality assurance that includes the development of policies and procedures to ensure compliance with community integration model

Executive Director, Chicago School of Professional Psychology (Chicago Campus) ▪ 7/2007 – 1/2018

- Led the creation and oversight of a forensic community mental health center
- Responsible for the oversight of daily operations and staff
- Created and provided fiscal management and ensured regulatory compliance as it related to funding, policies, and service delivery
- As a treatment and training facility, supervised students and created training programs and structure across different levels of training including practica, pre-doctoral internship, and post-doctoral fellowship
- Collaborated with community partners and key stakeholders in systems of education, social service, and courts to optimize clinical care for populations including those marginalized and underserved
- Provided treatment curricula development including standardized manuals in job training for offenders, truancy reduction for youth, recidivism reduction (youth and adults), emotional wellness for victim related trauma, therapeutic supervised visitation/family reunification/parent training for parents in dispute
- Responsible for the creative conception and authoring of promotional materials
- Designed and implemented program evaluation procedures to assess efficiency and outcomes to improve programming and service delivery

Associate Chair and Associate Professor, The Chicago School of Professional Psychology ▪
7/2007 – 8/2010, 7/2007-1/2018 respectively

- As Associate Chair, assisted with the overall development, coordination, and management of the Department of Forensic Psychology, which included curriculum and policy development, program evaluation; and faculty/ staff oversight
- As Associated Professor, advised students, taught clinical and forensic psychology-oriented courses (diversity, couples and partners therapy, group therapy, clinical interviewing, assessment and a wide range of service-learning courses), and responsible for course curriculum and instruction oversight for selected courses (diversity, substance abuse, family systems, sex offender, and group therapy)

Psychologist II/Forensic Examiner, NYC Health and Hospitals Corporation ▪ 1/2004 – 6/2007

- Provided court mandated assessment and evaluation of adolescents and adults in delinquency, abuse/neglect, termination of parental rights, and competency (to stand trial, to surrender parental rights)
- Other responsibilities involved testimony and assessments to determine psychiatric admissions

Clinical Psychologist, New York Center for Neuropsychology and Forensic Behavioral Science ▪
11/2003– 6/2007

- Provided clinical and forensic psychological services to adults, children, and families that included therapy, psychological evaluations, and therapeutic visitation services
- Provided specialized modalities included areas in sexual offending behavior, domestic violence, high conflict families, victim related trauma, re-entry, and chronic mental illness

EDUCATION AND TRAINING

- Harvard University Medical School at Massachusetts General Hospital, Children and the Law Program, Boston, MA- Post-Doctoral Fellowship ▪2000
- Institute of Living, Hartford Hospital's Mental Health Network, Department of Psychiatry, Hartford, CT, Pre-Doctoral Internship ▪1999
- Doctor of Philosophy in Clinical Psychology (Child and Family Specialization), Case Western Reserve University, Cleveland, OH ▪1999
- Masters of Arts in Psychology (General), Case Western Reserve University, Cleveland, OH ▪ 1997
- Masters of Arts in Psychology (Forensic Psychology Concentration), John Jay College of Criminal Justice, New York, NY ▪ 1992
- Bachelor of Arts in Psychology (Honors), Temple University, Philadelphia, PA ▪ 1988

LICENSURE/CERTIFICATIONS

- Licensed Clinical Psychologist in New York State AND Illinois
- Certification in Not-for-Profit Management, Columbia University, New York, NY
- New York City Certified Minority/Women Small Business Enterprise for P & S Evolutions, LLC

RECENT RESEARCH AND PRESENTATIONS

- Perry (2017, March), Social Justice Teaching and Training Techniques. American Psychology-Law Society, Division 41 of APA 2017 Conference, Seattle, WA.
- Co-developed and implemented a pilot research study that examined the effectiveness of a psychological intervention, Code of the Streets, in reducing aggression of racial/ethnic minority court involved youth, ▪1/2016-5/2016
- Perry (2015, February), Prostitution: Is it about sex? Faith Initiative Against Human Trafficking (FIGHT) Conference, Chicago, IL
- Co-developed and implemented a research study exploring the demand side of prostitution (The John), ▪3/2012-12/2012

PROFESSIONAL MEMBERSHIPS

- Illinois State Appointment as Member of the Protection of Individuals with Disabilities in the Criminal Justice Task Force
- Association of Family and Conciliation Courts

Darlene Perry References

- **Carmen Torres**

[REDACTED]

- **Emmanuel Andre**

[REDACTED]

- **Anthony Harden**

[REDACTED]

Allyse D. Sturdivant Williams, Ph.D.

EDUCATION AND TRAINING

Ph. D. 2006	Loyola University Chicago, Clinical Psychology
M. A. 2003	Loyola University Chicago, Clinical Psychology
B. S. 2000	Florida A&M University, Psychology, Magna Cum Laude

SKILLS

Training and experience in Trauma-Focused Cognitive Behavioral Treatment
Training in Structured Psychotherapy for Adolescents Responding to Chronic Stress (SPARCS)
Competency in technology support for teaching – Blackboard, eCollege, Canvas

LICENSE AND CERTIFICATION

3/22 - present	Trauma Sensitive Yoga Certified Facilitator
10/18 – present	Certified therapist in Parent-Child Interaction Therapy (PCIT)
4/12 – present	Licensed Clinical Psychologist, Illinois
9/08 – present	CELTA - Certificate in Teaching English to Speakers of Other Languages

CLINICAL EXPERIENCE

5/19 – present	Consulting Psychologist Assistant Program Administrator, Psychology & Psychiatry Program <i>Illinois Department of Child & Family Services</i> Review referrals for psychological evaluations. Provide consultation to caseworkers and key staff regarding the care and treatment of youth in care.
6/18 – present	Owner/Psychologist <i>Dawn Living, LLC Private Psychology Practice</i> Provide individual, group and family therapy. Conduct psychological evaluations. Coordinate care with other providers and community agencies.
8/10 – 5/18	Lead Clinician <i>The Chicago School Forensic Center</i> Provide empirically-based and supported treatment interventions. Conduct individual, family and group psychotherapy with clients from underserved populations. Perform diagnostic tests and evaluation of adolescents and adults. Supervise students in clinical placements and service learning projects. Provide 3-5 credit hours of instruction and course development for service-learning courses. Coordinate service provision with community partners.
8/06 – 8/08	Staff Trainer <i>Heartland Training Center for Human Service Excellence</i>

Developed and conducted trainings with mental health and/or substance abuse professionals on evidenced based practice and treatments for various disorders. Consultation services were provided to social services agencies including, but not limited to services such as training and curriculum development, and technical assistance.

08/05 – 8/06

Psychology Intern

University of Illinois at Chicago, Counseling Center

Supervisor: Karen Maddi, Ph.D.

Provided supervision and training of paraprofessionals on a crisis hotline. Training of paraprofessionals or undergraduate students included reviewing clinical skills and material, evaluation of skills for themselves and newer hotliners, and management of interpersonal conflict among hotline staff. Developed and presented creative and interactive outreach workshops to undergraduate students and community members regarding various topics. Supervision provided for a psychology practicum student over a single case throughout the course of the training year. Provided individual, couple and group therapy services to UIC students. Therapy cases range in length from crisis counseling (1-6 sessions), brief (1-20 sessions), or long- term year long cases. Clients represented diverse backgrounds varying by ethnicity, religion, sexual orientation, and ability status. Conducted intake assessments, provided referrals, coordination of services, and case management as necessary. Attended weekly staff meetings, provided case presentations, outreach to campus organizations, and participated on intern selection committee.

7/04 – 7/05

Psychology Extern

CORE Center of Cook County Health Bureau

Supervisor: Gale Sargeant, Ph.D.

Consulted with primary care physicians around target client's psychosocial functioning. Collaborated with primary care physicians and psychiatrists around development and implementation of treatment plans. Provided individual therapy to adults infected with HIV/AIDS and other infectious diseases. Conducted intake assessments and crisis intervention to clients seeking primary care services. Attended bi-weekly case conference, and provided case presentations.

7/04 – 7/05

Therapist

Under the Rainbow Program, Mount Sinai Hospital Medical Center

Supervisor: Mark Schneider, Ph.D.

Provided consultation services to kindergarten classroom at head start program. Consulted with parents and teachers around children's psychosocial development and functioning. Consulted with physicians and families in pediatric endocrinology clinic around psychosocial issues related to patient presentation and treatment adherence. Provided individual and group therapy to children and adolescents who have experienced trauma, and/or who exhibit various levels of psychopathology. Case management services were provided to individual and group therapy clients.

TEACHING EXPERIENCE

06/18 – present

Adjunct Faculty

Department of Applied Psychology

NYU Steinhardt School of Culture, Education, and Human Development

Provide instruction to graduate students in an online format.

Class taught: Cross-Cultural Psychology, Individual Counseling: Theories in Counseling

8/10 – 8/19

Adjunct Associate Faculty

Department of Forensic Psychology

Masters of Applied Psychology Program

Masters of Applied Clinical Psychology Program

The Chicago School of Professional Psychology

Provide instruction, training and mentorship to graduate students across various areas of psychology in on-ground, online and blended formats. Provide instruction, course development, training and mentorship to graduate students across various areas of psychology in on-ground, online and blended formats. Classes taught: Diversity in Forensic Psychology, Community Interventions in Forensic Mental Health: Youth in Juvenile Justice, Community Interventions in Forensic Mental Health: Child and Family Interventions, Theoretical and Clinical Applications of Empirically Based Treatments I & II.

12/08 – 7/19

Adjunct Online Faculty/Instructor
Psychology Department

Ashford University

Provide instruction and mentorship to undergraduate level students in various areas of psychology.

11/08 – 1/19

Trainer

Metaphrasis Language & Cultural Solutions, LLC

Create and provide trainings in cultural competence to medical interpreters and health providers and agencies.

03/10 – 06/11

Adjunct Faculty
School of Social Service Administration (SSA)

The University of Chicago

Developed a specialized course on adolescent substance use for SSA students. Provide instruction, guidance, and mentoring to graduate level students.

1/09 – 12/09

English Instructor

(Head Teacher)

Intercultura Language and Cultural Center of Costa Rica

Provided orientation in cultural diversity and transitioning to a new country. Expanded cultural diversity education and experiences. Participated in intensive Spanish language immersion program. Provided English as a second language instruction to students of all levels. Developed curriculum for use in the English Department. Facilitated training workshops for staff. Acted as a liaison between instructors and the English Department director. Provided oversight of school activities committee. Mentored newer teachers and junior staff.

8/06 – 12/06

Adjunct Professor/Lecturer
Psychology of Personality

Loyola University Chicago – Psychology Department

The primary goal of this course was to introduce students to major theories of personality, explore its structure, development, expression and measurement, and to facilitate an understanding of the theory's origins, theorists and the context in which the theory was developed.

1/04 – 5/04

Adjunct Professor/Lecturer
African American Behavioral Patterns

University of Illinois at Chicago – African American Studies Department

This course focused promoting an awareness and understanding of the behavioral patterns of African Americans across various contexts and the psychological impact of racism and oppression on their lives. Traditional behavioral and African – centered theories of personality and identity development were used to better understand the thought processes of African Americans. The African American experience was examined through the use of research articles, the arts, the media and discussion.

1/03 – 5/03

Adjunct Professor/Lecturer
Psychology of Racism & Prejudice

Loyola University Chicago – Psychology Department

This course focused on the psychological impact of racism and prejudice on members of various ethnic groups, specifically African Americans, Latino Americans and Asian Americans. The goal of the course was to promote students' understanding of culture and oppression through the use of lecture, discussion, and cultural activities.

PROFESSIONAL SERVICE

- 11/15 – 12/17 **Cultural Impact Conference Planning Committee**
The Chicago School of Professional Psychology – Chicago Campus
Student Poster subcommittee chair
Collaborating with faculty, administrators and staff to plan the national conference. Coordinating the student poster selection, presentation and award process.
- 6/15 **Graduate Research Forum Judge**
The Chicago School of Professional Psychology – Chicago Campus
Evaluated student proposal submissions for the research forum. Scheduled to judge presentations on June 2016.
- 5/15 **Graduate Research Forum Judge**
The Chicago School of Professional Psychology – Chicago Campus
Evaluated student proposal submissions for the research forum. Scheduled to judge presentations on June 2015.
- 2/15 **Black History Month Program Planning Committee Member**
The Chicago School of Professional Psychology – Chicago Campus
Collaborated with students, faculty, administrators and staff to organized activities across the month of February to celebrate the accomplishments of African Americans.

RESEARCH EXPERIENCE

- 5/06 **Dissertation**
Chair: Grayson Holmbeck, Ph.D.
Title: Peer Pressure and Risky Sexual Behavior Among African American Adolescents: Moderating Effects of Parental Monitoring, Parental Communication about Sex, and Best Friend's Sexual Behavior.
- 5/04 – 6/05 **Interviewer**
GIRLTALK
Institute for Juvenile Research – University of Illinois at Chicago
Conducted interviews with African American mother and daughter pairs related to their communication, the quality of their relationship, and risky behaviors. The project examined the impact of these factors on risky sexual behaviors among African – American girls in psychiatric care.
- 5/02 – 8/04 **Facilitator**
Project STYLE
Institute for Juvenile Research – University of Illinois at Chicago
Facilitated groups for youth and their caregivers to reduce/prevent HIV and substance use among youth receiving psychiatric care. The groups promoted communication skills, and psychoeducation related to healthy sexual practices and drug use.
- 6/01 – 5/06 **Team member**
CHAMP Project
Institute for Juvenile Research – University of Illinois at Chicago

Conducted groups with families in at-risk communities as part of a longitudinal study aimed at preventing risky sexual behavior. Interviewed families at multiple data points. Outreached to families and community members to improve participant retention. Completed data analyses and qualitative coding.

January 2003

Master's Thesis

Chair: Grayson Holmbeck, Ph.D.

Reader: Fred Bryant, Ph.D.

Thesis title: Peer pressure and sexual activity among African-American Adolescents: Moderating Effects of Closeness of Friendship and Parental Monitoring.

PRESENTATIONS

Professional Presentations:

Sturdivant, A. (2013). The power of parents in addressing disruptive and oppositional behavior in young children. Presentation at the Ounce of Prevention Pre-service Conference in Chicago, IL: August 2013.

Sturdivant, A. (2013). The ABCs of childhood psychiatric disorders. Presentation for Professional Development series at Metaphrasis Language and Cultural Solutions.

Sturdivant, A. (2013). An emotional roller coaster: Mood disorders explained. Presentation for Professional Development series at Metaphrasis Language and Cultural Solutions.

Sturdivant, A. (2013). Mental health services: Dispelling the myths and mysteries. Presentation for Professional Development series at Metaphrasis Language and Cultural Solutions.

Sturdivant, A. (2010). Understanding cultural diversity. Presentation at the Ounce of Prevention Pre-service Conference in Chicago, IL: August 2010.

Sturdivant, A. (2006). Peer pressure and sexual activity among African-American adolescents: Moderating effects of parental communication about sex and best friend's sexual behavior. Poster presented at the Biennial Meeting for the Society for Research on Adolescence in San Francisco, CA. March 2006.

Sturdivant, A. (2005). The Relationship between Peer Pressure and Risky Sexual Behaviors Among African-American Adolescents. Presentation at the Diversifying Fellows in Higher Education Annual Conference. Detroit, MI: October 2005.

Kapungu, C., **Sturdivant, A.** & Robinson, M., Holmbeck, G., Paikoff, R. (2004). Communication about Sexual Issues Among African-American adolescents. Poster presented at the NIMH AIDS Research Training Meeting. Washington, D.C., October 2004.

Sturdivant, A. (2004). Peer Pressure and Sexual activity among African-American adolescents: Moderating effects of closeness of friendship, parental monitoring and gender. Poster presented at the NIMH Role of families in HIV treatment and prevention. Atlanta, GA: July 2004.

Kapungu, C., **Sturdivant, A.,** & Robinson, M., Holmbeck, G., & Paikoff (2004). Communication about sexual issues among African-American adolescents and caregivers. Poster presented at NIMH Role of families in HIV treatment and prevent conference in Atlanta, GA: July 2004.

Kapungu, C., **Sturdivant, A.,** & Robinson, M., Holmbeck, G., Tolou-Shams, M., Paikoff, R. (2003). Relationship between parenting and risky sexual behaviors. Poster presented at the NIMH: Role of the Families in HIV Prevention Conference in Washington, D.C.: July 2003.

Henry, J., Nahimana, C., **Sturdivant A.**, Dixon, P., Adams, D., Brentley, J., Khamarko, K., Livingston, J., & Hines, R. (2004). Cultivating consciousness: Black women negotiating identity and ideology in a homogenous context. Paper presented at the Annual conference for the Association of Women Psychologists in Philadelphia, PA: February 2004.

Malfait, J., Cruz, N., & **Sturdivant, A.** (2002). The Relationship Between Exposure to Community Violence and Psychosocial Adjustment: Moderating Effects. Presented at a symposium at Society for Research on Adolescents Biennial Meeting in April 2002.

University Outreach Presentations:

Sturdivant, A., & Holstein, J. (March 2006). *Portrayals of Women in the Media: Challenging Stereotypes and Implementing Changes*. Co-developed and planned interactive presentation with an intern addressing portrayals of women in the media. Body image, culture, and sexuality were discussed across various forms of media. Resisting these stereotypes and advocating for change was addressed across each topic.

Sturdivant, A. (March 2006). *Relationship Workshop*. Developed a presentation about relationships to present to high school seniors in an Early Outreach Program and UIC. Discussed relationships with parents, friends, and significant others and how they might transition when students attended college.

Sturdivant, A., & Veeramasuneni, Y. (February 2006). *Diversity Appreciation for Leaders*. Co-presented diversity appreciation curriculum for an Emerging Leaders Program comprised of undergraduate and graduate students at UIC.

Sturdivant, A. (November 2005). *Stress Management*. Developed a presentation on stress management for first time parents of students in the African American Academic Network at UIC. Stress management for parents and students was discussed in the presentation.

Selders, M., & **Sturdivant, A.** (October 2005). *Hurricane Katrina Support Group*. Co-developed and planned semi-structured support group with staff member for students displaced by Hurricane Katrina attending UIC.

COMMUNITY SERVICE

12/17 – present	Mentor <i>LINK Unlimited Scholars</i> Provide financial support and consistent mentoring to high school scholar focusing on life skills and academic excellence.
1/15	Regional Science Fair Judge <i>Chicago Public Schools</i> Evaluated science project for school winners.
12/14	School Science Fair Judge <i>Nicholson STEM Academy</i> Evaluated science projects for school finalists.
6/12 – 3/13	Career mentor Professional Mentorship Project <i>Thornridge High School</i> Met with high school senior throughout the course of a year and guidance related to college selection, career goals, and professional development.

PROFESSIONAL AFFILIATIONS

American Psychological Association

Appointed member to APA Advisory Committee on Colleague Assistance 2017 – 2019

Committee Chair – 2019

Allyse Sturdivant References

- **Melissa Robinson-Brown**

[REDACTED]

- **Kelley McKeevers**

[REDACTED]

- **Erin Alexander, Psy.D**

Chief Psychologist

Psychology & Psychiatry Program Director

Division of Clinical and Child Services

[REDACTED]

Erin.Alexander@illinois.gov

EXHIBIT 2

Schedule of Compensation

FEE SCHEDULE

Service	Maximum Number of Billable Hours	Fee Per Hour
Officer Wellness Visit Lead Clinician	1 hour per visit	\$250.00
Officer Wellness Visit Licensed Clinicians	1 hour per visit	\$165.00

*Total spend not to exceed \$700,000.00

EXHIBIT 3

Information Technology and Data Special Conditions Addendum

Cook County Government

Information Technology and Data Special Conditions Addendum

Together the Professional Services Agreement (“PSA”) Cook County Contract 2317-04031B including any attachments thereto, and this Information Technology and Data Special Conditions Addendum (“Addendum”), form the “Agreement.” County and Consultant agree that, with respect to County Data and/or County Intellectual Property, including any Consultant obligations, representation, or warranties related thereto, in the event of conflict between this Addendum and any other terms in the Agreement, this Addendum takes precedent over, controls and supersedes any term or clause to the contrary.

I. Definitions

- a. **“AI System(s)”** means a machine-based framework that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions influencing physical or virtual environments. “AI System” includes machine-based frameworks utilizing generative pre-trained transformers and large language models.
- b. **“Applicable Data Security and Privacy Law(s)”** means any applicable and relevant US laws, regulations, industry self-regulatory standards, and codes of practice in connection with the processing of Personally Identifiable Information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320(d) et seq.); the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. § 17921 et seq.); FBI CJIS Security Policy; the Illinois Biometric Privacy Act, 740 ILCS 14/1, et seq.; the Illinois Personal Information Protection Act, 815 ILCS 530/1, et seq.; the Payment Card Industry Data Security Standard, including any subsequent updates, amendments and implementing regulations to the above laws, that may be applicable to the provision of the Services, Software, use of AI System, and/or this Agreement.
- c. **“Biometric Identifier”** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, and includes any expansion of this definition as enacted by the relevant legislative body and/or related case law. Additionally, photographs, videos, and voice recordings are included only to the extent utilized to capture such scans or prints.
- d. **“Biometric Information”** means any information, regardless of how captured, converted, stored, or shared, based on an individual's Biometric Identifier that is used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of Biometric Identifiers. Biometric Information includes the most recent meaning or binding

judicial interpretation of the term “biometric information” as defined in the Illinois Biometric Privacy Act, 740 ILCS 14/10.

- e. **“Business Associate Agreement”** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).
- f. **“Cardholder Data”** means data that meets the definition of “Cardholder Data” in the most recent Payment Card Industry Data Security Standard.
- g. **“Consultant”** means the same as “Contractor” as both terms are defined in County Professional Services Agreement, or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement. “Contractor” and “Consultant” may be interchangeably used. “Consultant” includes employees, representatives, subcontractors, and agents of Consultant.
- h. **“Consultant Confidential Information”** means all non-public proprietary information of Consultant that is marked confidential, restricted, proprietary, or with a similar designation, provided that Consultant Confidential Information excludes County Data or information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or other law.
- i. **“County”** has the same meaning as defined in the Cook County Procurement Code, located at Chapter 1, Sec. 1-3, of the Cook County Code of Ordinances as amended.
- j. **“County Confidential Information”** means all non-public proprietary information of the County, including Personally Identifiable Information and any information exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.
- k. **“County Data”** means any and all information, in any form, that the County provides access to or shares with Consultant.

County Data also includes, without limitation, all information provided by County employees and representatives, as well as information provided by any third party on the County’s behalf, to Consultant, and any information owned, created, and/or maintained by County that Consultant encounters during the term of this Agreement.

County Data does not include any data or intellectual property owned or created by Consultant, including proprietary or trade secret data, except for any data or intellectual property that the County is commissioning or purchasing from Consultant or that Consultant has been hired to create for the County.

- l. **“County Intellectual Property”** or **“County IP”** means all Intellectual Property owned or licensed by the County, including Developed IP.
- m. **“Criminal Justice Agency(ies)”** means a court, governmental agency (federal, state, local or tribal), or any subunit of governmental agency, that administers criminal justice pursuant to a statute or executive order and allocates a substantial part of its annual budget to administering criminal justice. Criminal Justice Agency includes state and federal Inspector General Offices and Sheriff’s Offices.
- n. **“Criminal Justice Information”** or **“CJIS Information”** means data or information, in virtual or hard copy form, collected by Criminal Justice Agencies regarding individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, informations, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, and release. The term does not include identification information such as fingerprint records if such information does not indicate the individual's involvement with the criminal justice system.

Criminal Justice Information also means any data that meets the definition of “Criminal Justice Information” in the most recent version of FBI CJIS Security Policy as well as data that meets the definition of “Criminal History Record Information” at 28 C.F.R. 20.

- o. **“Cyber Incident”** means an occurrence of any kind that is reasonably likely to threaten or compromise, or does threaten or compromise, the security, integrity, availability, and confidentiality of, or access to, an information system, computer system, and/or the cyber security tools, controls, or procedures put in place to secure Consultant’s systems, endpoints, servers, and/or its cloud environment, and has the potential to cause a Data Breach. Cyber Incident includes, but is not limited to, a ransomware event; a large scale failure of Consultant’s Information Security System; any configuration problems which cause data to be stored or shared in violation of either Consultant’s or Consultant’s Third Party Vendor’s Information Security Program; and any mistake or unintentional issue that causes cybersecurity protections to fail or otherwise not protect County Data and/or allows for the unauthorized access to or exfiltration of County Data.
- p. **“Data Breach”** means (a) the loss or misuse (by any means) of any County Confidential Information; (b) the unauthorized or unlawful access, use, modification, destruction, corruption, or disclosure of any County Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity, or availability of any County Confidential Information.
- q. **“Data Subject”** and any variation of that word mean the same as defined in Applicable Data Security and Privacy Laws.

- r. **“Data Subject Request”** means a request made by a Data Subject to exercise any rights of Data Subjects under the Applicable Data and Security Privacy Laws.
- s. **“Deliverable”** means the same as defined in the Professional Services Agreement or as defined in County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.
- t. **“Developed Intellectual Property”** or **“Developed IP”** means Intellectual Property conceived, developed, authored, or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the County IP; (b) Developed Software; and (c) modifications to, or enhancements (derivative works) of, third party Intellectual Property to the extent not owned by the licensor of the third party IP under the terms of the applicable license.
- u. **“Evolution Data”** means data created by, incorporated into, and a component of the AI System’s evolution during training and subsequent use by County during the Term, including retained portions of any training data, production data, or Output Data as provided, directly or indirectly, by County.
- v. **“Information Security Program”** means a detailed set of policies, procedures, and principles that describe how an organization protects its data and systems from unauthorized access, use, disclosure, disruption, modification, or destruction.
- w. **“Input Data”** means data, regardless of form, that is entered into an AI System for processing.
- x. **“Open Source Materials”** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation “open source” code as defined by the Open Source Initiative and “free” code as defined by the Free Software Foundation.
- y. **“Output Data”** means generated outputs such as predictions, information, content, recommendations, or decisions provided by an AI System in response to processing Input Data.
- z. **“Personally Identifiable Information”** means personal data or information that relates to a specific, identifiable, individual person, including County personnel, and includes all variations of that term as defined in the Applicable Data and Security Privacy Laws. For the avoidance of doubt, Personally Identifiable Information includes: (a) any government-issued identification numbers (e.g., Social Security, driver’s license, passport); (b) any financial account information,

including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as Personally Identifiable Information under Data Breach Notification Laws.

- aa. **“Personal Health Information”** means information relating to the past, present, or future physical or mental health or condition of an individual; to the provision of health care to an individual; or to payment (whether past, present, or future) for health care ; and either (i) Identifies the individual; or (ii) provides sufficient information that could reasonably be used to identify the individual, but that is not included in the definition of Protected Health Information under 45 C.F.R. 160.103.
- bb. **“Protected Health Information”** or **“PHI”** has the same meaning as the term “Protected Health Information” in 45 C.F.R. 160.103.
- cc. **“Services”** means the same meaning as defined in Article 3 of the County Professional Services Agreement or “Deliverables” as defined in the County Instruction to Bidders and General Conditions, if either document forms the basis of this Agreement.
- dd. **“Software”** means computer programs, whether in source code or object code form (including any and all software implementation of algorithms, models and methodologies), databases and compilations (including any and all data and collections of data), and all documentation (including user manuals and training materials) related to the foregoing.
- ee. **“Third-Party Vendor”** means any subcontractor, company, independent contractor, or vendor of any kind that is not a direct employee or corporate division of Consultant. Third Party Vendors includes Subconsultants as may be defined in the Underlying Contract.

II. Data Storage and Access

- a. **Data Storage:** Consultant agrees to store all County Data in compliance with Section III Privacy and Data Security of this document. Consultant agrees to ensure that County Data it receives and stores is kept in the same technical format (not including the application of encryption) and is organized in the same manner (as close to a 1 to 1 storage as possible) as it was received by Consultant.

Consultant also agrees to minimize storing or transferring County Data on portable media devices and will only store or transfer County Data on portable media devices with prior written approval from County. Should it be necessary to store or transfer County Data via a portable media device, Consultant agrees to secure the

same with commercially available cybersecurity tools (i.e., requiring multi-factor authentication to access such portable media device), and to track in a security log all instances of downloads of County Data to a portable media device and the chain of custody of such media device until County Data is securely deleted from same. Consultant further agrees that any such portable media device will fully encrypt the data, and that authority to access or remove the portable media device containing County Data is granted only with demonstrated need. Consultant will only utilize portable media devices with the ability to be remotely wiped

- b. **Approved Facilities:** Consultant will perform Services and host County Data only within the continental United States and only from locations owned or leased by Consultant and its Subcontractors.
- c. **Data Minimization:** Consultant must implement procedures to minimize collection of Personally Identifiable Information and Personal Health Information. If Personally Identifiable Information must be collected or processed by Consultant on County's behalf, or is shared with Consultant by County for any reason, Consultant will only use such Personally Identifiable Information: (i) as directed by the County; (ii) as needed to provide contracted services to the County; and (iii) for no other purpose. If Personally Identifiable Information must be shared with a third party, Consultant will only share portions of such information necessary to accomplish the purpose of sharing and that it will comply with all requirements of Section V before sharing with such third party.
- d. **Data Access and E-Discovery:** The County may access and copy any County Data in Consultant's possession at any time for any reason, without limitation. Consultant shall reasonably facilitate such access and copying promptly after the County's request.

Consultant agrees to only delete County Data in compliance with applicable law and the Data Deletion section of this Agreement. Consultant also agrees to halt any deletion of County Data promptly, including directing its Third-Party Vendors to do the same, if the County informs Consultant in writing that such data must be preserved.

- e. **Compliance with Applicable Data Applicable Data Security and Privacy Law(s):** If the County is required to respond to a Data Subject Request, Consultant agrees to reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws. If Consultant receives a Data Subject Request related to this Agreement, Consultant will notify County of such request as soon as reasonably practicable and will reasonably cooperate with the County to the full extent necessary to respond in compliance with Applicable Data Security and Privacy Laws.

- f. **County Confidential Information.** All County Confidential Information shall remain the property of the County, and no license or other rights to the Consultant is granted or implied hereby. Consultant shall not disclose or allow disclosure of any of the County's Confidential Information to any third party, except to Consultant's employees and representatives, who are subject to written and enforced obligations to keep such Confidential Information confidential, and shall only use and disclose such County Confidential Information (i) for purposes of performing its obligations under this Agreement, and/or (ii) in connection with any SOW/Order Form (including in the course of discussions or exploration of a potential SOW/Order Form which may or may not ultimately be executed). Consultant remains responsible for any breach of this section by its employees and representatives.
- i. In the event that Consultant is required to disclose County Confidential Information in accordance with a judicial or governmental requirement or order, Consultant shall limit disclosure of such data in compliance with Section III(c)(iii) of this Addendum.
 - ii. County Confidential Information shall be subject to the confidentiality obligations of this Section III(f) for ten years following Consultant's return or destruction of County Confidential Information in accordance with subsection iv below.
 - iii. **Injunctive Relief.** Consultant acknowledges that disclosure of any County Confidential Information by it or its employees or representatives may give rise to irreparable injury to the County not adequately compensated by damages. Accordingly, the County may be entitled to equitable relief, including injunctive relief and specific performance against the breach or threatened breach of the undertakings in this section, in addition to any other legal remedies that may be available.
 - iv. **Return or Destruction of County Confidential Information.** Unless otherwise provided in this Agreement, upon the earlier of the County's request or termination or expiration of this Agreement, Consultant shall, at the County's option, promptly destroy or return all County Confidential Information, including all copies in any form or medium, in its possession or control, in compliance with Section III(e) of this Addendum.
- g. **Information Access:** Consultant may not permit access to any County Confidential Information by any unauthorized individual or entity. Consultant must provide its personnel only such access as is minimally necessary for such persons/entities to perform the tasks and functions for which they are responsible. Consultant will, upon request from the County, provide the County with an updated list of its personnel with access to County Data and the level of such access.
- h. **Public Records Laws:** Consultant will comply with all laws governing public records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Consultant must: (a) store County Data such

that each record is individually accessible for the length of the County's scheduled retention; (b) retain a minimum of two copies of all County Data according to industry best practices for geographic redundancy, such as NIST Special Publication 800-34 as revised; (c) store and access County Data in a manner allowing individual records to maintain their relationships with one another; (d) capture relevant structural, descriptive, and administrative metadata to County Data at the time a record is created or enters the control of Consultant.

III. Privacy and Data Security

- a. **General Requirement of Confidentiality and Security:** Consultant will maintain the confidentiality and security of all County Data that it has copies of or access to. Without limiting Consultant's other obligations under this Agreement, Consultant must use commercially available and state-of-the-art cybersecurity tools and controls meeting this Section III's requirements to provide reasonably appropriate security protection to County Data proportionate to the type and sensitivity of County Data at issue. Similarly, Consultant must provide and perform all Services and Software securely in compliance with the requirements of this Section III using security technologies and techniques in accordance with industry-leading practices and County security policies, procedures and other requirements made available to Consultant in writing. This includes network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect County Confidential Information. Consultant must secure all Personally Identifiable Information with the highest level security commercially available, and must also encrypt all Personally Identifiable Information and Personal Health Information in transit, during processing, and at rest. The requirements of this Section III shall apply to all of Consultant's Systems and the facilities where such Consultant Systems are used to collect, store, handle, process, backup, dispose, and/or access County Data.
- b. **Applicable Data Security and Privacy Laws:** Consultant agrees to comply with and abide by all Applicable Data Security and Privacy Laws, including those applicable to the Consultant if it, rather than the County, were the owner or data controller of any County Data in its possession or under its control in connection with the Services.
- c. **Data Ownership:** Consultant recognizes and agrees that the County possesses and retains all right, title, and interest in and to County Data, and that Consultant's use, access to and possession thereof is solely to fulfill its obligations under this Agreement and that any processing and use of County Data by the Consultant is done solely on the County's behalf and for the County's benefit.
 - i. Consultant further recognizes and agrees that:

1. County Data is valuable property of the County and may include proprietary, sensitive, private and/or trade secret information; and
 2. County Data may include original compilation pursuant to copyright laws of the United States and other jurisdictions; and
 3. The County has dedicated substantial resources to collecting, managing, securing and compiling County Data; and
 4. County may suffer irreparable harm or loss in the event of such information being disclosed or used otherwise than in accordance with this Agreement; and
 5. Without the County's express written consent, no County Data, or any part thereof, may be disclosed, assigned, destroyed, altered, withheld, or otherwise restricted by Consultant or commercially exploited by or on behalf of Consultant.
- ii. The County grants Consultant a limited, non-transferrable and royalty free license to use and access County Data solely as necessary to fulfill Consultant's duties under this Agreement. Without County's prior written consent, Consultant shall not:
1. access or use any County Data for any purpose other than to fulfill its duties and obligations under this Agreement; or
 2. give third party access to or copies of County Data, unless in compliance with the Third-Party Vendor section below.
- iii. In the event that Consultant is required to disclose County Data in accordance with a judicial or governmental requirement or order, Consultant will, except to the extent prohibited by law:
1. give the County reasonable prior notice and opportunity to object or seek a protective order or other appropriate remedy;
 2. Cooperate with the County so the County may object to or seek a protective order or other appropriate remedy;
 3. disclose only portion(s) of the County Data that it is legally required to disclose.
- d. **Consultant as a Data Processor:** Consultant understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates processing Personally Identifiable Information, it will act only on direction from the County.
- e. **Data Deletion:** Consultant agrees that at the conclusion of this Agreement or upon the written request of the County, it will promptly:
- i. return all versions and copies of County Data to the County in such a format that the County may reasonably request and;
 1. provide County with adequate bandwidth and other resources to remove County Data from Consultant servers; and

2. provide sufficient information requested by the County about the format and structure of the County Data to enable such data to be used in substantially the same manner as used by Consultant.
- ii. after returning all County Data to the County, delete all versions or copies of County Data from any location and all systems under Consultant's control, including but not limited to Consultant's servers, systems and any backups; and
- iii. direct and ensure secure erasure of County Data by any and all of Consultant's Third-Party Vendors with copies of or access to County Data.

Consultant also agrees that in deleting County Data as required by this Agreement, Consultant shall leave no data readable, decipherable, or recoverable on its computers, servers, or other media, or those of its Third-Party Vendors, in accordance with NIST Special Publication 800-88 as revised. Promptly after Consultant has completed its deletion of County Data and has directed its Third-Party Vendors to do the same, and no later than 30 days after termination of this Agreement, Consultant shall certify such deletion to County in writing in compliance with NIST Special Publication 800-88.

- f. **Data Security:** Without limiting any of its other obligations and promises elsewhere in the Agreement, Consultant shall prevent unauthorized access to, sharing, disclosure, modification, or destruction of County Data. Consultant represents and warrants that:
 - i. it will not permit any unauthorized access to or allow its actions or inactions to cause any loss or damage to County Data or County IP;
 - ii. it will comply with any and all County security policies in place during the term of this Agreement;
 - iii. it will not use any system that is dependent on software or hardware without appropriate security updates available;
 - iv. it will only store County data within the Continental United States;
 - v. it will appropriately vet using, at a minimum, criminal background checks, identity verification of physical person to a government issued id card, and employment history verification of all employees and representatives working with or provided access to County Data and County IP and ensure that such employees and representatives are legally bound to maintain the security and confidence of County Data, County IP, and County Confidential Information; and
 - vi. it will not allow any foreign government or foreign owned organizations or other third parties access to any County Data, County IP, or County Confidential Information.
- g. **Information Security Program:** Consultant agrees to maintain, implement, and comply with a written Information Security Program requiring industry standard administrative, technical, and physical safeguards appropriate to:

- i. protect the security and confidentiality of County Data;
- ii. identify and protect against threats and hazards to the security or integrity of County Data; and
- iii. protect against unauthorized access, taking, sharing, destruction, modification, or use of County Data.

Consultant's administrative, technical, and physical safeguards must provide a level and scope of security not less than the level and scope required under (a) the County Policies as updated; (b) Federal Information Processing Standard 200; (c) then-current NIST 800-series standard and successors thereto; or (d) an equivalent, generally accepted, industry-standard and state-of-the-art security standards series.

Consultant shall also ensure that the Information Security Program addresses the following:

- i. Proper disposal of County Data once it is no longer needed to carry out the purposes of this Agreement and in compliance with the Data Deletion section of this Agreement;
 - ii. Access controls on systems and servers used to maintain, access, or transmit County Data;
 - iii. Access restrictions and appropriate security controls at physical locations containing County Data, including at servers and/or data banks;
 - iv. Multi-Factor Authentication on all systems, accounts, and endpoints, with access to store or maintain County Data;
 - v. Encryption of electronic County Data, at rest and in transit, in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards. Consultant must not deviate from this encryption requirement without the advance, written approval of the County's Information Security Office.
 - vi. Application of least privilege principles for access to County Data, which is supplemented either by dual control procedures or segregation of duties;
 - vii. Regular testing and monitoring of electronic systems accessing or storing County Data; and
 - viii. Procedures to detect actual and attempted attacks on or intrusions into the end points, systems, or servers, containing or accessing County Data.
- h. **Regular Review of Security Program:** Consultant shall review the Information Security Program and all other County Data Security precautions regularly, but no less than annually, and update them to comply with applicable laws, regulations, technology changes, and best practices.
- i. **Cyber Incident:** Consultant represents and warrants that it maintains the cybersecurity of its Services and Software and takes proactive and consistent action and to prevent a Cyber Incident from affecting any County IT environment at any time. If Consultant discovers that a Cyber Incident has impacted its own

environment and has or has the potential to impact the County's IT environment, Consultant must, at no additional charge, (a) immediately undertake to address the Cyber Incident to mitigate damage and restore any affected Service, Software or equipment; (b) notify the County in writing within 24 hours of discovery of the incident; and (c) use reasonable efforts to correct and repair any damage to County Data or Software and otherwise assist the County in mitigating such damage and restoring any affected Service, Software or equipment.

j. **Data Breach:** In the event that Consultant suffers a Data Breach of any kind, it agrees to:

- I. Notify County promptly and without unreasonably delay, but no later than 24 hours after discovery or suspicion of the Data Breach. Notification shall be sent to databreach@cookcountyil.gov;
- II. Notify County promptly and without unreasonably delay, but no later than 24 hours after receiving notification from a Third-Party Vendor, of a Data Breach suffered by such vendor, if that Vendor had copies of or access to County Data. Notification shall be sent to databreach@cookcountyil.gov;
- III. If the Data Breach concerns County Data:
 1. Consultant will provide County with meaningful access to the forensic investigation, including details regarding method of compromise, identity of the attackers if known and progress of remediation;
 2. Consultant will assist the County as it seeks to comply with any data breach notification requirements. Such assistance shall include not be limited to, providing the County with access to data, personnel and information relating to the County Data that may have been exposed, and, if applicable, information about any persons whose Personally Identifiable Information may have been affected or exposed;
 3. Consultant will notify any affected persons solely at the County's direction, including review and approval of all notices, and governmental regulators, as applicable;
 4. Consultant will recover affected data or information to the extent possible;
 5. Consultant will provide County with a corrective action plan acceptable to County;
 6. Consultant will not make any public announcements relating to such Data Breach without the County's prior written approval; and
 7. Consultant agrees that County has the sole right to (a) determine whether notice of any Data Breach involving County Data is to be provided and to whom; and (b) approve the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

IV. In the event of a Data Breach attributable to an act or omission of Contractor, including without limitation those of Consultant's Third-Party Vendors, subcontractors or other agents, Consultant shall also:

1. reimburse County for any and all reasonable expenses related to data breach notifications, including the provision of credit monitoring services to affected persons;
2. indemnify and defend the County from any and all legal actions that arise from such data breach; and
3. compensate the County for any and all other related costs or expenses, such as recreating lost or compromised data.

V. Nothing in this section is meant to limit or restrict any of the County's other rights or potential remedies stemming from such data breach.

k. **Data Integrity and Loss of County Confidential Information.** Consultant must implement and maintain strong, industry standard measures, as detailed in Section III(g) of this Addendum, to maintain accuracy of County Data. Without limiting any rights and responsibilities under this Section III in the event of any disclosure, inaccuracy, or loss of, or inability to account for, any County Confidential Information, Consultant must promptly, at its own expense: (a) notify the County in writing within 24 hours; (b) take such actions as necessary or reasonably requested by the County to minimize the violation; and (c) cooperate in all reasonable respects with the County to minimize any damage resulting from the violation.

l. **Biometric Data Security and Breach:** If Consultant will receive, handle, manage, store, review, collect, access, or otherwise process any Biometric Information as a part of this Agreement:

- i. Consultant will provide its written policies related to the retention schedule and permanent deletion of Biometric Information to County prior to Consultant's receipt of the Biometric Information.
- ii. If this Agreement requires Consultant to collect Biometric Information on behalf of the County, Consultant agrees to obtain appropriate consent, as required by the Illinois Biometric Information Privacy Act (740 ILCS 14/1, et seq.), from the person who the Biometric Information is being collected from, on behalf of both Consultant and the County.
- iii. Consultant agrees that under no circumstances will it sell, lease, trade, or otherwise profit from Biometric Information in connection with this Agreement, regardless of whether received from the County or collected directly from the person.
- iv. Consultant shall ensure that its Information Security Program, as required via this Section III, provides for and includes protection of Biometric Information. Additionally, Consultant agrees to implement any additional

data security policies and controls for Biometric Information as necessary to ensure full compliance with applicable privacy laws.

- v. Consultant shall notify County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting Biometric Information. Notification shall be sent to databreach@cookcountyil.gov.

m. **Payment Card Data Security and Breach:** If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any Cardholder Data, Consultant agrees:

- i. to provide the County with a copy of its most recent Attestation of Compliance and Report on Compliance establishing that Consultant has been PCI-DSS Certified. Consultant also agrees to provide updated compliance documents should its certification be renewed during the pendency of this Agreement.
- ii. to ensure that its Information Security Program, as required via this Section III, provides for and includes the protection of Cardholder Data. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for Cardholder Data as may be required by the PCI Security Standards Council.
- iii. If a Data Breach occurs and involves Cardholder Data, Consultant agrees to:
 - 1. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting Cardholder Data. Notification shall be sent to databreach@cookcountyil.gov.
 - 2. Work with the County as described above in Section III(j) to provide notification to affected Card Holders and Card Companies as necessary, including but not limited to, the provision of documents and testimony, during any resulting PCI investigation or audit of the County, at the Consultant's own expense.

n. **PHI Data Security and Breach:** If the Underlying Contract requires or permits Consultant to receive, handle, manage, store, review, collect, access, or otherwise process any PHI, then Consultant agrees:

- i. that in addition to this Agreement, it must enter into a Business Associate Agreement with the County entity or division providing Consultant with copies of or access to the PHI.
- ii. that its Information Security Program, as required via this Section III, provides for and includes the protection of PHI. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for PHI to ensure full compliance with both the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191, 110

Stat. 1936, 45 CFR 160, et. seq.) and the Health Information Technology for Economic and Clinical Health Act (Pub. L. No. 111-5, Title XIII, 123 Stat 226).

- iii. to notify the County promptly and without unreasonably delay, but no later than 24 hours after discovery, of any Data Breach affecting PHI. Notification shall be sent to databreach@cookcountyil.gov.
- o. **CJIS Data Security and Breach:** If the Underlying Contract requires or permits that Consultant receive, handle, manage, store, review, collect, access, or otherwise process any CJIS Information, then Consultant agrees:
 - i. to sign and return to the County, in paper or electronic copy, the CJIS Data Security Acknowledgement Receipt after the County provides Consultant with a copy of this Addendum and the CJIS Security Policy.
 - ii. that its Information Security Program, as required via Section III(f) of this Addendum, provides for and includes the protection of CJIS Information. Additionally, to the extent necessary, Consultant agrees to implement any additional data security policies and controls for CJIS Information to ensure full compliance with both the Criminal Justice Information Services Security Policy and the policies and standards established by the Criminal Justice Information Services Advisory Policy Board.
 - iii. to sign and abide by an Information Exchange Agreement with the County prior to any exchange of CJIS Information.
 - iv. Notify County promptly and without unreasonable delay, but no later than 24 hours after discovery, of any Data Breach affecting CJIS Information. Notification shall be sent to databreach@cookcountyil.gov.
- p. **Privacy Notice:** Consultant shall provide effective notice to the public and to individuals regarding:
 - i. Its activities that impact privacy, including its collection, use, sharing, safeguarding, maintenance, and disposal of personally identifiable information (PII); and
 - 1. Authority for collecting PII; and
 - 2. The choices, if any, individuals may have regarding how Consultant uses PII and the consequences of exercising or not exercising those choices; and
 - 3. The ability to access and have PII amended or corrected if necessary.
 - ii. The Consultant's privacy notice shall describe:
 - 1. The PII collected and the purpose(s) for which it collects that information; and
 - 2. How the Consultant uses PII internally; and
 - 3. Whether individuals have the ability to consent to specific uses or sharing of PII and how to exercise any such consent; and

4. How individuals may obtain access to their PII; and how PII will be protected.

IV. Consultant Personnel: Consultant will oblige its personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use County Data necessary to perform the Services, and will not make it available to any Third Parties except as specifically authorized hereunder. Consultant must ensure that, prior to performing any Services or accessing any County Data or other County Confidential Information, all Consultant personnel who may have access to the aforementioned must execute agreements concerning access protection and data/software security consistent with this Agreement.

V. Third-Party Vendors: Consultant agrees that if it is to utilize third party vendors for this Agreement that require access to or copies of County Data in order to perform its work, that it will:

- a. Ensure that all such vendors and their employees are located within the Continental United States, unless approved in writing in advance by County;
- b. Ensure that no such vendor is owned in part or in whole by a foreign government, unless approved in writing in advance by County;
- c. Provide a written list of such vendors to the County, along with a link to or copy of the vendors' privacy and data security policy;
- d. Ensure that Consultant's contracts with such vendors contain the appropriate data security and privacy protections for County Data that are the same or at least as stringent as the provisions contained within this Agreement;
- e. Ensure that each vendor is required to promptly notify Consultant of any Data Breach suffered by the vendor that concerns County Data;
- f. Notify County immediately upon receiving notification from a vendor of any Data Breach that concerns County Data;
- g. Remain responsible for any resulting costs, liability, charges or expenses incurred by the County and stemming from the action or inaction of such Third-Party Vendor; and
- h. In the event of a Data Breach stemming from such vendor, assist the County with obtaining information, documents, and access to persons necessary to investigate such Data Breach and provide necessary legal notifications.

VI. Audit Rights

- a. **Data Security Audit:** Consultant agrees to have a Security Audit Service Organization Control (SOC 2), Type II Audit performed at least annually, and, at its sole cost and expense, to provide the County and its auditors with the SOC 2, Type II report, or its equivalent, for all locations at which the County Data is processed or stored. Additionally, Consultant agrees to allow the County to directly audit its Information Security Program and related controls within 30 days of receiving an official request from the County.

Further, Consultant agrees that that it will promptly make available to the County the results of any reviews or audits conducted by Consultant (including Consultant's internal and external auditors) or the results related to a SOC-2 audit, relating to Consultant's and its Third Party Vendor's operating practices and procedures, even if not directly requested by the County, if the results are relevant to Consultant's provision of Services or to Consultant's obligations under the Agreement.

- b. **Third Party Vendor Audits:** Consultant must ensure that all agreements with its Third Party Vendors performing Services under this Agreement include the right for County to audit. Consultant agrees to facilitate a County audit of its third party vendors, or (if agreed by the County as an alternative) to obtain and provide the results of any SOC 2 Audit of its Third Party Vendors. Consultant also agrees that if needed, it will directly conduct an audit of its Third Party Vendors and provide the County with the results.
- c. **CJIS Information Audits:** To the extent that this Agreement concerns CJIS Information, Consultant agrees that, in addition to the County's audit rights, the FBI may also be authorized to perform a security audit of Consultant's and/or Consultant's vendor's systems during the pendency of this Agreement and a final audit at the termination of this Agreement.

VII. Intellectual Property

- a. **Consultant Intellectual Property Warranty:** Consultant represents and warrants that it owns, or is authorized to use, all Consultant IP, and Consultant-provided third-party IP.
- b. **Open Source Material:** Consultant represents and warrants that all open source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Consultant represents and warrants that all OSM materials provided to County or used on County's behalf comply with their license agreements. Unless otherwise specified in this Agreement, Consultant must maintain OSM support, including required patching and security updates, which will be provided promptly after release. Consultant must not use any materials allowing users to modify or incorporate open source code into larger programs on the condition that the software containing the source code is publicly distributed without restrictions, commonly known as "copyleft."
- c. **Developed Intellectual Property:** With regards to any Intellectual Property specifically developed for the County by Consultant under the terms of this Agreement, Consultant hereby irrevocably and unconditionally assigns, transfers, and conveys to the County, without further consideration, all of its right, title, and interest in such Developed Intellectual Property. This transfer will take place immediately upon the creation and completion of such works without need for further documentation or action on the part of the Parties. Consultant agrees to perform any actions as may reasonably be necessary, or as the County may

reasonably request, to perfect the County's ownership of any such Developed Intellectual Property.

- d. **Software Licenses:** This Agreement contains all terms and conditions relating to any and all licenses in Consultant-Provided Software and Consultant Intellectual Property. Except as explicitly set forth elsewhere in this Agreement, all licenses that Consultant grants in Consultant-Provided Software include: (a) the right of use by Third Party Consultant for the benefit of the County, (b) the right to make backup copies, and (c) the right to reasonably approve the procedures by which Consultant may audit the use of license entitlements.
- e. **County Intellectual Property:** Consultant acknowledges that County retains all right, title and interest in and to all County IP. Consultant will not be permitted to use any County IP for the benefit of any entities other than the County. Upon expiration or termination of this Agreement, Consultant must cease all use of County IP and must return to the County all County IP.
- f. **Residual Knowledge:** Consultant acknowledges that nothing contained in this Agreement restricts either Party from the use of ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Agreement, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties' employees performing or using such Services, (b) the Party does not breach its respective obligations under Section III relating to confidentiality and non-disclosure, and (c) such use does not infringe the Intellectual Property rights of other parties who have licensed or provided materials to the other. Except for the license rights contained in this Section VII, neither this Agreement nor any disclosure made hereunder grants any license to either Party under any Intellectual Property rights of the other.
- g. **Export Laws:** Consultant will comply with all laws governing the export of intellectual property, including the Export Administration Regulations, 15 CFR 730, et seq.

VIII. Other Provisions

- a. **Processing by an AI System:** To the extent that the Software and/or Services allow for County Data to be processed by an AI System, any Input Data that is entered into the AI System by County will be considered County Data, and County will have the same right to use and display any Output Data that has been generated in response to the Input Data entered into the AI System by the County. Consultant remains the owner of all Evolution Data, but only to the extent that it can establish that the Evolution Data does not contain any Personally Identifiable Information or County Confidential Information.
- b. **Accessibility Requirements under the Americans with Disabilities Act:** If this contract includes information technology systems that are required by federal law to be "accessible," consultant must sign an Americans with Disabilities Act (ADA) Accessibility Addendum. See Americans with Disabilities Act – Cook County Accessibility Requirements Exhibit, attached hereto and incorporated by this reference, which further describes Consultant's accessibility obligations and must

be submitted to the County to reflect compliance. Except as specifically set forth in Exhibit XXX, Consultant acknowledges the County is relying upon Contractor to ensure compliance with Title II of the Americans with Disabilities Act (ADA), its implementing regulations adopted by the federal government, and the accessibility standards set forth in the Web Content Accessibility Guidelines (WCAG) 2.1, level AA published by the World Wide Web Consortium (W3C).

- c. **Removal of Consultant Materials:** Consultant is responsible, at its own expense, for de-installation and removal of any equipment, software, or hardware, owned, licensed, or leased by Consultant, and provided to the County, to facilitate the provision of Services under this Agreement, and that is not being transferred to the County under the Agreement. Consultant shall comply with all reasonable County requests and procedures related to the deinstallation and removal, and agrees to do so in a manner that minimizes adverse impact or working disruptions to the County or its employees.
- d. **Resources Necessary for Services.** Except as set forth in this Agreement, Consultant will provide and is financially responsible for all equipment, Software, and other resources needed to perform the Services in accordance with the Agreement. Consultant agrees that it keep all required equipment, Software, and other resources functional.
- e. **Required Consents for Assets in Use and Third-Party Contracts as of the Effective Date.** For this section, “Assets” mean equipment, Software, Intellectual Property and other assets used in providing the Services and “Required Consent” means the consent required to secure any rights of use of or access to any of County-provided or third-party Assets that are required by Consultant to perform the Services. Consultant is responsible for obtaining all Required Consents relating to this Agreement. The County will cooperate with Consultant and provide Consultant such assistance in this regard as the Consultant may reasonably request.
- f. **Updates.** Consultant must provide to the County, without charge, the timely application of any upgrades to software required for Services that are available to third parties. Software upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes and other security-related updates.
- g. **No Click-Wrap or Incorporated Terms.** The County is not bound by any content on Consultant’s website, including any click-wrap, cookies consents, or other similar document.
- h. **Resale of Equipment and Software.** If Consultant resells to the County any equipment or Software that Consultant purchases from a Third Party, Consultant, to the extent it is legally able to do so, must pass through any such third-party warranties to the County and reasonably cooperate in enforcing them. Such warranty pass-through will not relieve Consultant from its warranty obligations set forth in this Agreement.
- i. **Warranty for Developed Software:** Consultant represents and warrants that all developed software will be free from material errors in operation and will comply with the applicable documentation and specifications in all material respects for twelve (12) months after the installation, testing, and acceptance of such developed

software by the County. Any repairs to developed software pursuant to this Section will receive a new twelve (12) month warranty period.

- IX. Indemnity:** In addition to and not in derogation of any indemnification provisions in the Professional Service Agreement, Consultant shall defend, hold harmless, and indemnify the County against any third party claim, suit, or proceeding arising out of a Data Breach or Consultant's violation of any Privacy or Data Security law, including without limitation any breaches or violations committed by or through Consultant's agents, employees, representatives, licensees, invitees, or Third-Party Vendors.
- X. Limitation of Liability Exceptions:** Any limitation of liability contained in the Underlying Contract does not apply to:
- a. any breach of the Privacy and Data security section of this Agreement;
 - b. any Data Breach concerning County Data and stemming from Consultant or its Third Party Vendor(s);
 - c. any breach of the Third-Party Vendor section of this Agreement; or
 - d. losses caused by the gross negligence or willful misconduct of Consultant.
- XI. Enforceability:** If any provision of this Agreement is deemed invalid or unenforceable, the Agreement will be amended to the minimum extent necessary to achieve, to the maximum extent possible, the same legal and commercial effect originally intended by the parties. To the extent permitted by applicable law, the parties waive any provision of law that would render any clause of this Agreement prohibited or unenforceable in any respect.
- XII. Survival:** This Data Security and Privacy Addendum shall survive for a period of ten (10) years from either (i) the expiration or termination of the Agreement, or (ii) the return and certified secure destruction of County Data.
- XIII. No Limitation.** The rights and obligations set forth in these IT and Data Special Conditions exhibit do not limit the rights and obligations set forth in any Articles of the Professional Services Agreement.

EXHIBIT 4

Minority and Women Owned Business Enterprise Commitment



COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

161 N. Clark
Suite 2300
Chicago, Illinois 60601

Date: September 8, 2025

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 2317-04031B
Officer Wellness Checks
RFQ: Professional Services
Contractor: MHW PsychLaw Services, Inc.
Office of the Cook County Sheriff
Contract Value: \$700,000.00
Contract Term: 10/1/2025 – 9/30/2030 with two (2) one (1) year renewal options
Participation Goal: 35% MWBE participation

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has reviewed this contract for compliance with the Minority and Women owned Business Enterprises (MBE/WBE) Ordinance. After careful review of our records as reported by the vendor, it has been determined the vendor is in compliance with the MBE/WBE Ordinance.

Utilization Plan – Original Award (Based on Original Award contract value of \$700,000.00)

<u>Subcontractor</u>	<u>MWBE Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
MHW PsychLaw Services, Inc.	MBE AA F	City of Chicago	75%
Rise Consulting and Psychological Services, LLC	MBE AA F	City of Chicago	25%
Total			100% MBE

The Center of Business Enterprise Development has been advised by the Requesting Department that there is one other contract that is being recommended for the award of this multi-award contract. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

JC/db

CC: Colleen Sullivan, Office of the Cook County Sheriff
Douglas Maclean, Office of the Cook County Sheriff

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

☒

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

☐

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyl.gov/contractcompliance)

☐

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II.

☒

Direct Participation of MBE/WBE Firms

☐

Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Rise Consulting and Psychological Services, LLC.

Address: 6323 N. Avondale Ave, Ste 245, Chicago, Illinois 60631

E-mail: drclay@riseconsultingandpsy.com

Contact Person: Karmen Clay Phone: (937) 248-3320

Dollar Amount Participation: \$ DUR

Percent Amount of Participation: 25 %

*Letter of Intent attached? Yes X No _____

*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: MHW PsychLaw Services, Inc.

Certifying Agency: City of Chicago

Contact Person: Michelle Hoy- Watkins

Certification Expiration Date: June 1, 2024

Ethnicity: African-American

Bid/Proposal/Contract #: 2317-04031

FEIN #: 81-455074

Email: mhwpsychlaw@gmail.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☒ Yes – Please attach explanation. Proposed Subcontractor(s): Rise Consulting and Psychological Services, LLC.

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

OFFICER WELLNESS CHECKS

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

Michelle Hoy-Watkins

Print Name

MHW PsychLaw Services, Inc.

Firm Name

5/14/24
Date

Subscribed and sworn before me

this 14 day of May, 2024

Notary Public [Signature]

[Signature]
Signature (Prime Bidder/Proposer)

Michelle Hoy-Watkins

Print Name

MHW PsychLaw Services, Inc.

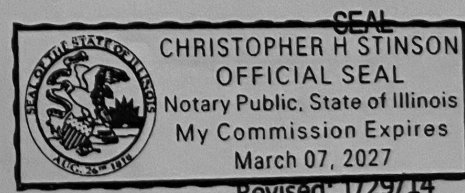
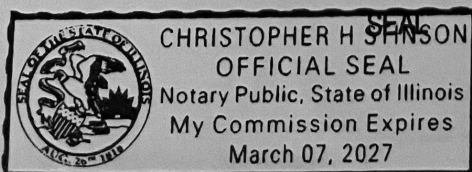
Firm Name

5/14/24
Date

Subscribed and sworn before me

this 14 day of May, 2024

Notary Public [Signature]



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: MHW PsychLaw Services, Inc.
 Contact Person: Michelle Hoy- Watkins

Certifying Agency: City of Chicago
 Certification Expiration Date: June 1, 2024
 Ethnicity: African-American
 Bid/Proposal/Contract #: 2317-04031
 FEIN #: 81-455074

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☐ No ☒ Yes - Please attach explanation. Proposed Subcontractor(s): Rise Consulting and Psychological Services, LLC.

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

OFFICER WELLNESS CHECKS

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
 Signature (M/WBE)
Karmen Y. Clay

Print Name
Rise Consulting and Psychological Services, LLC.

Firm Name
5/14/24
 Date

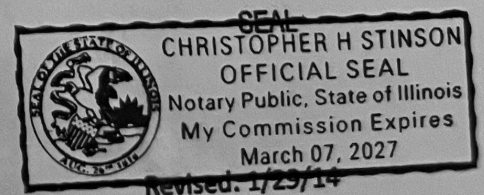
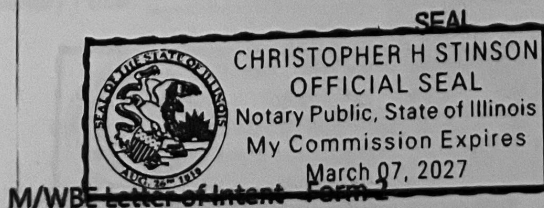
Subscribed and sworn before me
 this 14 day of May, 2024.
 Notary Public [Signature]

[Signature]
 Signature (Print Bidder/Proposer)
Michelle Hoy-Watkins

Print Name
MHW PsychLaw Services, Inc.

Firm Name
5/14/24
 Date

Subscribed and sworn before me
 this 14 day of May, 2024.
 Notary Public [Signature]





CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JUN 22 2022

Michelle Hoy-Watkins
MHW Psychlaw Services, Inc.

Dear Ms. Hoy-Watkins:

We are pleased to inform you that **MHW Psychlaw Services, Inc.** is certified as a **Minority-Owned Business Enterprise ("MBE")**, and as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of June 1st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

621330 – Offices of Mental Health Practitioners (except Physicians)

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez
Chief Procurement Officer

AV/cm



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

JAN - 7 2022

Karmen Y. Clay
Rise Consulting and Psychological Services, LLC
6323 N. Avondale Avenue, Suite 245
Chicago, IL 60631

Dear Ms. Clay:

We are pleased to inform you that **Rise Consulting and Psychological Services, LLC** is certified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **12/1/2026**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **12/1/2022, 12/1/2023, 12/1/2024 and 12/1/2025**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/1/2026**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/1/2026**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

DWD

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

621112 - Offices of Physicians, Mental Health Specialists

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez
Chief Procurement Officer

AV/rn

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: _____

Contract No./Title: _____

A. BIDDER/PROPOSER HEREBY REQUESTS:

_____ FULL MBE WAIVER

_____ PARTIAL MBE WAIVER

_____ FULL WBE WAIVER

_____ PARTIAL WBE WAIVER

_____ FULL DBE WAIVER

_____ PARTIAL DBE WAIVER

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

_____ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.

_____ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

_____ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.

_____ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.

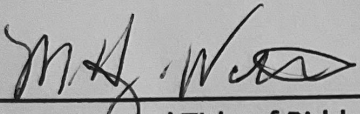
1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan; and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.



President

5/14/24

Signature and Title of Bidder/Proposer

Title

Date

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35%	Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is thirty-five percent (35%).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:
Office of the Chief Procurement Officer, Business Enterprise Development
Cook County
161 N. Clark Street, Ste. 2300
Chicago, Illinois 60601
(312) 603-5502

EXHIBIT 5

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER  Lori Hayes Shaw 7117 W. Higgins Ave. Chicago, IL 60656-1903	CONTACT NAME: Lori Hayes Shaw PHONE (A/C, No, Ext): 773-631-0116 FAX (A/C, No): 773-631-2440 E-MAIL ADDRESS: lori@lorishawinsurance.com														
INSURED MHW PsychLaw 5113 S. Harper Ave. Suite 2C Chicago, IL 60615	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : State Farm Fire and Casualty Company	25143														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	93-PP-A624-6	08/19/2025	08/19/2026	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
	GENERAL AGGREGATE \$ 4,000,000						
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

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

Cook County, its employees, elected officials, agents or representatives are included as additional insured where required by written contract with respect to general liability. The General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Contractual Liability is included in General Liability subject to terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

 Cook County Government 161 N. Clark St., Suite 2300 Chicago, IL 60601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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CERTIFICATE OF LIABILITY INSURANCE

09/11/2025

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

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

PRODUCER
Trust Risk Management Services, Inc.
1791 Paysphere Circle
Chicago, IL 60674

CONTACT
NAME: Trust Risk Management Services, Inc
PHONE
(A/C, No, Ext): 877.637.9700 **FAX**
(A/C, No): 877.251.5111
EMAIL
ADDRESS: info@trustrms.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667

INSURED
MHW PsychLaw Services, Inc.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☒ CLAIMS MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS-COMP/OP AGG	
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per Person)	\$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive date: 07/01/2001			58G22182808	11/12/2024	11/12/2025	Each Incident Annual Aggregate	\$ 2,000,000 \$ 4,000,000

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

CERTIFICATE HOLDER

Cook County Government
161 N Clark St Suite 2300
Chicago, IL, 60601

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

EXHIBIT 6

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details

File #: 25-3579 **Version:** 1 **Name:** Officer Wellness Checks - New Contract
Type: Contract **Status:** Approved
File created: 8/15/2025 **In control:** Board of Commissioners
On agenda: 9/18/2025 **Final action:** 9/18/2025
Title: PROPOSED CONTRACT

Department(s): Cook County Sheriff's Office

Vendor:

2317-04031A - Center for Applied Psychology and Forensic Studies, Ltd., Chicago, Illinois
2317-04031B - MHW PsychLaw Services, Inc., Chicago, Illinois

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

Good(s) or Service(s): Officer Wellness Checks

Contract Value:

2317-04031A - \$700,000.00
2317-04031B - \$700,000.00

Contract period: All Contracts: 10/1/2025 – 9/30/2030 with two (2), one-year renewal options

Contract Utilization: The Vendors have met the Minority- and Women- owned Business Enterprise Ordinance via: Direct Participation. The Vendors are Certified MBE/WBE.

Potential Fiscal Year Budget Impact: FY 2025 \$50,000.00, FY 2026 \$280,000.00, FY2027 \$280,000.00, FY2028 \$280,000.00, FY2029 \$280,000.00, FY2030 \$230,000.00

Accounts: 11100.1214.35410.520830 (Professional Services)

Contract Number(s):

2317-04031A - Center for Applied Psychology and Forensic Studies, Ltd., Chicago, Illinois
2317-04031B - MHW PsychLaw Services, Inc., Chicago, Illinois

Summary: The Cook County Sheriff's Office requests authorization for the Chief Procurement Officer to enter into and execute contracts with: Center for Applied Psychology and Forensic Studies, Ltd. and MHW PsychLaw Services, Inc. for Officer Wellness Checks as mandated by "Public Act 101-652" of the SAFE-T Act .

These contracts are awarded through Request for Qualifications (RFQ) procedures in accordance with the Cook County Procurement Code. Center for Applied Psychology and Forensic Studies, Ltd. and MHW PsychLaw Services, Inc. were selected based on established evaluation criteria.

Sponsors:

Indexes: THOMAS J. DART, Sheriff of Cook County

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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9/18/2025	1	Board of Commissioners	approve	Pass
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EXHIBIT 7

Electronic Payables Program (“E-Payables”)

**OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

FOR INFORMATION PURPOSES ONLY

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 161 N.
Clark St, Suite 1900, Chicago, IL 60601.**

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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EXHIBIT 8

Identification of Subcontractors/Supplier/Subconsultant Form

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

OCPO ONLY:	
☐	Disqualification
☐	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.: 2317-04031B	Date: 8/18/2025
Total Bid or Proposal Amount: Not to exceed \$700,000	Contract Title: Officer Wellness Checks
Contractor: MHW PsychLaw Services, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Rise Consulting & Psychological
Authorized Contact for Contractor: Michelle Hoy-Watkins	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Karmen Clay
Email Address (Contractor): mhwpsychlaw@gmail.com	Email Address (Subcontractor): drkarmenclay@gmail.com
Company Address (Contractor): 5113 S. Harper Ave Suite 2C	Company Address (Subcontractor): 6323 N. Avondale Ave. Suite 245
City, State and Zip (Contractor): Chicago, Illinois 60615	City, State and Zip (Subcontractor): Chicago, Illinois 60631
Telephone and Fax (Contractor): 312-810-7793 (T) 312-284-1174 (F)	Telephone and Fax (Subcontractor): 312-810-7793
Estimated Start and Completion Dates (Contractor): 10/1/2025 - 9/30/2030	Estimated Start and Completion Dates (Subcontractor): 10/1/2025 - 9/30/2030

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Officer Wellness Checks	\$175,000.00

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.**

MHW PsychLaw Services, Inc.

Contractor

Michelle Hoy-Watkins

Name

President

Title

Prime Contractor Signature

Date

Contract No. 2317-04031B
OFFICER WELLNESS CHECKS

EXHIBIT 9

Economic Disclosure Statements

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name
N/A

Address

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:

5113 S. Harper Ave., Suite 2C, Chicago, Illinois 60615

- 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): 17343110680000
17343110690000
17341060120000
 (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: ☐ Original Statement or ☒ Amended Statement

Identifying Information:

Name MHW PsychLaw Services, Inc.

D/B/A: _____ FEIN # Only: 81-4553074

Street Address: 5113 S. Harper Ave., Suite 2C

City: Chicago State: IL Zip Code: 60615

Phone No.: 312-810-7793 Fax Number: 312-284-1174 Email: mhwpsychlaw@gmail.com

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

Corporate File Number (if applicable): _____

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

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
Michelle Hoy-Watkins	5113 S. Harper Ave., Suite 2C, Chicago, IL 60615	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Michelle Hoy-Watkins	5113 S. Harper Ave, Suite 2C, Chicago, IL 60615,	President	Perpetual
Michelle Hoy-Watkins	5113 S. Harper Ave, Suite 2C, Chicago, IL 60615,	Secretary	Perpetual

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Michelle Hoy Watkins

President

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

Title

Signature

Date

mhwpsychlaw@gmail.com

312-810-7793

E-mail address

Phone Number

Subscribed to and sworn before me
this 19th day of Aug, 2025

My commission expires



x 
Notary Public Signature

April 21, 2029
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:

- | | | |
|----------------------------------|--|---------------------------------------|
| ☐ Parent | ☐ Grandparent | ☐ Stepfather |
| ☐ Child | ☐ Grandchild | ☐ Stepmother |
| ☐ Brother | ☐ Father-in-law | ☐ Stepson |
| ☐ Sister | ☐ Mother-in-law | ☐ Stepdaughter |
| ☐ Aunt | ☐ Son-in-law | ☐ Stepbrother |
| ☐ Uncle | ☐ Daughter-in-law | ☐ Stepsister |
| ☐ Niece | ☐ Brother-in-law | ☐ Halfbrother |
| ☐ Nephew | ☐ Sister-in-law | ☐ Halfsister |

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

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: MHW PsychLaw Services, Inc.

Address of Person Doing Business with the County: 5113 S. Harper Ave, Suite 2C, Chicago, IL 60615

Phone number of Person Doing Business with the County: 312-810-7793

Email address of Person Doing Business with the County: mhwpsychlaw@gmail.com

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:
Michelle Hoy-Watkins, President, 312-810-7793, mhwpsychlaw@gmail.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2317-04031B

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 700,000.00 (not to exceed)

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: Colleen Chambers, Sheriff's Procurement Manager, Colleen.Chambers@ccsheriff.org

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Colleen Sullivan, Executive Account Manager, CCSO, Colleen.Sullivan@ccsheriff.org

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

Check the box that applies and provide related information where needed

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

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

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

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

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*
N/A			

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*
N/A			

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*
N/A			

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*
N/A			

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*
N/A			

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

8/19/25
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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2317-04031B

County Using Agency (requesting Procurement): Cook County Sheriff's Office

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): MHW PsychLaw Services, Inc.

Substantial Owner Complete Name: Michelle Hoy-Watkins

FEIN# 81-4553074

Date of Birth: [REDACTED] E-mail address: mhwpsychlaw@gmail.com

Street Address: 5113 S. Harper Ave, Suite 2C

City: Chicago State: IL Zip: 60615

Home Phone: [REDACTED]

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:

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

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

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

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

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

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:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- 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: M. Hoy-Watkins Date: 8/19/25

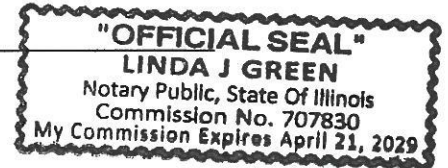
Name of Person signing (Print): Michelle Hoy-Watkins Title: President

Subscribed and sworn to before me this 19th day of August, 2025

x Linda J Green
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

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

MHW PsychLaw Services, Inc.

Corporation's Name

(312) 810-7793

Telephone

m. f. green

Secretary Signature

Michelle Hoy-Watkins m. f. green

President's Printed Name and Signature

mhwpsychlaw@gmail.com

Email

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

19th day of August, 2025

Linda J. Green

Notary Public Signature

My commission expires:

April 21, 2029

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:

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2025.10.01 16:21:13 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

Assistant State's Attorney
(Required on contracts over \$1,000,000)

N/A

Date

CONTRACT TERM & AMOUNT

2317-04031B

Contract #

10/1/2025 - 9/30/2030 **two (2), one (1) year**

Original Contract Term Renewal Options (If Applicable)

Not to Exceed \$700,000.00

Contract Amount

September 18, 2025

Cook County Board Approval Date (If Applicable)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS
SEP 18 2025
COM _____**