



## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 3 day of December, 2019, between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and Thrive Counseling Center, an Illinois not-for profit corporation with offices at 120 South Marion Street, Oak Park, Illinois 60302 (hereinafter referred to as the "Consultant").

### RECITAL

WHEREAS, the Village intends to have professional services performed by Consultant related to crisis intervention and other police social work services for the Village's Police Department, pursuant to Consultant's Proposal dated October 15, 2019, attached hereto and incorporated herein by reference (hereinafter referred to as "Consultant's Proposal"), and the Village's Request for Proposals dated September 23, 2019, incorporated herein by reference as though fully set forth (hereinafter referred to as the "RFP"), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITAL INCORPORATED.

The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE CONSULTANT.

2.1. The Consultant shall provide the services as more completely described in the Consultant's Proposal (hereinafter referred to as the "Services") and the Village's RFP after receiving written authorization by the Village. The Village shall approve the use of sub-consultants by the Consultant to perform any of the Services that are the subject of this Agreement.

2.2. The Consultant shall submit to the Village all reports, documents, data, and information set forth in the Project. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Consultant shall be responsible for any delay in the Services to be provided pursuant to this

Agreement due to the Consultant's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between provisions of the Consultant's Proposal and this Agreement or the Village's Request for Proposals, this Agreement and/or the Village's Request for Proposals shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Police Chief or the Police Chief's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Consultant is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Consultant with written notice of such change which notice shall be sent in accordance with Section 17 of this Agreement.

2.5. Consultant's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Consultant hereby designates John Meister, President/Executive Director as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Consultant and with the effect of binding the Consultant. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Consultant as having been properly and legally given by the Consultant. The Consultant shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. The Consultant shall be an independent Consultant to the Village. The Consultant shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Consultant. The Consultant's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

### **3. COMPENSATION FOR SERVICES.**

3.1. The Village shall compensate the Consultant for the Services in an amount not to exceed \$144,300. The Consultant shall be paid installments not more frequently than once

each month ("Progress Payments"). Payments shall be made within thirty (30) days of receipt by the Village of a pay request/invoice from the Consultant. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

3.2. The Village may, at any time, by written order, make changes within the general scope of this Agreement in the Services to be performed by the Consultant. If such changes cause an increase or decrease in the amount to be paid to Consultant or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Consultant shall be furnished without the written authorization of the Village.

3.3. The Consultant shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Consultant is liable under this Agreement; (3) claims of sub-consultants, suppliers, or other persons performing Consultant's Services; (4) delay in the progress or completion of the Services; (5) inability of the Consultant to complete the Services; (6) failure of the Consultant to properly complete or document any pay request; (7) any other failure of Consultant to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Consultant of cause for withholding within fourteen (14) days of receiving invoice.

3.5. The Village shall be entitled to retain any and all amounts withheld pursuant to this Agreement until the Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, reasonable attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Consultant under this Agreement.

**4. TERM AND TERMINATION.**

4.1. This Agreement shall be for a one (1) year term beginning on January 1, 2020 at 12:01 a.m. through 11:59 p.m. on December 31, 2020. The Village shall have the option to renew this Agreement in its discretion for two (2) additional one (1) year terms with an amount not to exceed of \$147,900 for the first option year and an amount not to exceed \$151,500 for the second option year.

4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination may be effected unless the terminating party gives the other party not less than ten (10) calendar days' written notice pursuant to Section 18 below of its intent to terminate.

4.3. If this Agreement is terminated by either party, the Consultant shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Consultant pursuant to this Agreement.

**5. INDEMNIFICATION.**

5.1. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village and its officers, officials, agents, employees and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, including, but not limited to, reasonable attorney's fees and court costs (hereinafter referred to as "Claims") which may accrue against the Village and its officers, officials, agents, employees and volunteers to the extent arising out of the negligent performance of the work by the Consultant, its employees, or sub-consultants, except for the negligence of the Village or its officers, officials, agents, employees and volunteers.

**6. INSURANCE.**

6.1. The Consultant shall, at the Consultant's expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Consultant shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, which ever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed or authorized to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision (or reasonable equivalent) shall also be stated on each Certificate of Insurance: "Should any of the above described policies be

canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Consultant shall require any of its sub-consultants to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village and its officers, officials, agents, employees and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- (A) **Commercial General Liability:**
  - i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
  - ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
  - iii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.
  
- (B) **Professional Liability:**
  - i. Per Claim/Aggregate \$2,000,000.00
  - ii. Cover all claims arising out of the Consultant's operations or premises, anyone directly or indirectly employed by the Consultant.
  
- (C) **Workers' Compensation:**
  - i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who work on the Project, and in case work is sublet, the Consultant shall require each sub-consultant similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Agreement are not protected under workers' compensation insurance, the Consultant shall provide, and shall cause each sub-consultant to provide, adequate and suitable insurance for the protection of employees not otherwise provided.
  
- (D) **Comprehensive Automobile Liability:**
  - i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
  - ii. Limits:

Combined Single Limit	\$1,000,000.00
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- (E) **Umbrella:**
  - i. Limits:  
Each Occurrence/Aggregate \$2,000,000.00
  
- (F) The Village and its officers, officials, agents, employees and volunteers shall be named as additional insureds on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Consultant shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, employees, and volunteers.

6.3. The Village and the Consultant agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.4. The Consultant understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village and its officers, officials, agents, employees and volunteers as herein provided. The Consultant waives and agrees to require its insurers to waive its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

## **7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Consultant.

## **8. FORCE MAJEURE.**

8.1. Neither the Consultant nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

## **9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Consultant.

**10. STANDARD OF CARE.**

10.1. The Consultant is responsible for the quality, technical accuracy, timely completion, and coordination of all reports and other Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.

10.2. The Consultant shall be responsible for the accuracy of its Services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of Consultant's Services shall not relieve Consultant of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Consultant thereof within one year of completion of the Consultant's Services.

10.3. The Consultant shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Consultant of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Consultant.

10.4. The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement.

10.6. The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or its sub-consultants', performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

**11. DOCUMENTS AND BOOKS AND RECORDS.**

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be provided pursuant to this Agreement ("Documents") shall be and remain the property of the Village upon completion of the Services and payment to Consultant all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Consultant shall have the right to retain copies of the Documents for its files. Consultant shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. Consultant's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. Consultant shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Consultant not to dispose of or destroy said Documents and to require Consultant to deliver same to the Village, at the Village's expense. Consultant and any subconsultants shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and Consultant agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. Consultant shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.



11.3. Consultant shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to Consultant. Consultant shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Consultant agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Consultant's actual or alleged violation of the FOIA, or the Consultant's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Consultant request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Consultant shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Consultant shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Consultant's request to utilize a lawful exemption to the Village.

**12. SAVINGS CLAUSE.**

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**13. NON-WAIVER OF RIGHTS.**

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Consultant from providing engineering Services to any other public or private entity or person. In the event that the Consultant provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Consultant, and the Village may select another civil engineer and/or land surveyor to provide such Services as the Village deems appropriate.



**14. THE VILLAGE'S REMEDIES.**

14.1. If it should appear at any time prior to final payment that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Consultant's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after Consultant's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Consultant, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring Consultant and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction in the Contract Price;

14.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any progress payment or final payment from the Consultant, whether or not previously approved, or may recover from Consultant, any and all costs but not exceeding the amount of the Contract Price, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or as a result of actions taken by the Village in response to any Event of Default; or

14.1.5. The Village may recover any damages suffered by the Village as a result of the Consultant's Event of Default.

14.2. In addition to the above, if Consultant fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated

with determining or calculating damages to the Village in the event the required Services are not completed on time.

**15. NO COLLUSION.**

15.1. The Consultant hereby represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Consultant is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Consultant has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**16. ENTIRE AGREEMENT.**

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**17. GOVERNING LAW AND VENUE.**

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

17.2. Venue for any action brought pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**18. NOTICE.**

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Email: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

If to the Consultant:

John Meister, President/ Executive Director  
Thrive Counseling Center  
120 South Marion Street  
Oak Park, Illinois 60302  
Email: [jmeister@thrivecc.org](mailto:jmeister@thrivecc.org)

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by electronic transmission shall be effective as of date and time of electronic transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event electronic notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

## **19. CONFIDENTIALITY.**

19.1. With respect to the disclosure of data or information by the Village or Consultant, the other party shall hold all data and information in strict confidence for as long as the information remains confidential and not public or otherwise disclosed unless as required by law. The Village and the Consultant shall never disclose or make any use of any data or information and never copy any such data or information or remove it from the other's premises, except such use as is required in the performance of the Consultant's duties for the Village. Before providing any information to a third party, the disclosing party shall secure the permission of the other party in writing to provide such data or other information to the third party.

19.2. The obligation set forth in Section 19.1 above shall not apply if: (i) the data or information to be disclosed has otherwise become public knowledge through no fault of the disclosing party where the disclosing person was not under an obligation not to disclose such data or information; (ii) the data or information to be disclosed was available to the disclosing party prior to its disclosure; (iii) the data or information is independently developed by the disclosing party; or (v) the data or information is disclosed as required by law.

19.3. The Village and the Consultant shall always use all reasonable precautions to assure that all data and information is properly protected and kept from unauthorized persons and shall do so pursuant to current industry standards for data and information privacy.

## **20. BINDING AUTHORITY.**

20.1. The individuals executing this Agreement on behalf of the Consultant and the

Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

**21. HEADINGS AND TITLES.**

21.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**22. COUNTERPARTS; FACSIMILE OR PDF/EMAIL SIGNATURES.**

22.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

22.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**23. EFFECTIVE DATE.**

23.1. As used in this Agreement, the Effective Date of this Agreement shall be the date that the Village manager for the Village of Oak Park executes this Agreement as set forth below.

**24. AUTHORIZATIONS.**

24.1. The Consultant's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Consultant's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager warrants that she has been lawfully authorized to execute this Agreement. The Consultant and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

**25. EQUAL OPPORTUNITY EMPLOYER.**

25.1. The Consultant is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A and Chapter 13 ("Human Rights") of the Oak Park Village Code are incorporated herein as though fully set forth. The Consultant shall not discriminate against any employee or applicant for employment because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such

underutilization. The Consultant shall comply with all requirements of Chapter 13 (“Human Rights”) of the Oak Park Village Code.

In the event of the Consultant’s noncompliance with any provision of Chapter 13 (“Human Rights”) of the Oak Park Village Code, the Illinois Human Rights Act or any other applicable law, the Consultant may be declared non-responsible and therefore ineligible for future Agreements or subcontracts with the Village, and the Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

In all solicitations or advertisements for employees placed by it on its behalf, the Consultant shall state that all applicants will be afforded equal opportunity without discrimination because of race, sex, gender identity, gender expression, color, religion, ancestry, national origin, veteran status, sexual orientation, age, marital status, familial status, source of income, disability, housing status, military discharge status, or order of protection status or physical or mental disabilities that do not impair ability to work.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -  
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

Cara Pavlicek  
By: Cara Pavlicek  
Its: Village Manager

Date: 12/3, 2019

ATTEST

Vicki Scaman  
By:  
Its:

Date: 12/3, 2019

THRIVE COUNSELING CENTER

John Meister  
By: John Meister  
Its: President / Executive Director

Date: 12/9, 2019

ATTEST

William A. Wallace  
By: William A. Wallace  
Its: Finance Director

Date: 12/9, 2019

REVIEWED AND APPROVED  
ASTORIA

Paul H. Hylton  
DEC 11 2019  
LAW DEPARTMENT





October 15, 2019

Ms. Kellie Murphy,

On behalf of Thrive Counseling Center, I want to extend our gratitude to the Oak Park Police Department for its dedication and commitment to the safety and well-being of Oak Park residents who suffer in crisis. We deeply value our long-standing partnership with the Department as our collaboration has provided life-saving services to many in our community. We are pleased to have the opportunity to extend our crisis services to the Department and the community for another three years.

Thrive Counseling Center makes a real difference in the lives of those with urgent needs in our community. Our Crisis Response Team is comprised of highly skilled clinicians who are specially trained to respond to emergency situations. We take pride in our quick response times as well as our ability to make professional and thorough assessments of each individual experiencing a crisis. While we pay particular attention to the needs of the individual in crisis, we are trained to look at the whole picture...keeping in mind the needs of the family and significant others that may be present.

Since June of 2018, Thrive Counseling Center has engaged with LivingWorks International to provide various suicide awareness, prevention and intervention workshops and trainings. One critical aspect of this effort is ASIST, Applied Suicide Intervention Skills Training which Thrive has made available to more than 20 people, the majority of whom are Thrive Counseling Center crisis workers. This training enhances Thrive's ability to serve the community's crisis needs. In addition to providing for assistance in a Mental Health Crisis, Thrive is now able to intervene when someone is in the midst of a Suicide Crisis.

Since July of 2018, Thrive has also conducted 15 safeTALK workshops, training approximately 300 people to be suicide aware gatekeepers and alert helpers to recognize someone who is suffering with thoughts of suicide. These gatekeepers are trained to provide assistance to someone who is suffering and then connect them to an ASIST trained person to get them the help they need to stay safe.

We recognize the financial challenges facing all public support agencies in Illinois and although we are requesting a modest increase of approximately 2.5% per year in our proposal over previous years, we are asking for this increase after four years of no increase.

Thank you for the opportunity to continue to partner... and thank you for your thoughtful consideration of this proposal. As you review our proposal, please do not hesitate to call me if you have any questions or concerns.

Respectfully,

A handwritten signature in black ink, appearing to read "John Meister".

John Meister  
President / Executive Director  
Thrive Counseling Center  
120 South Marion Street, Oak Park, IL 60302  
[jmeister@thrivecc.org](mailto:jmeister@thrivecc.org)  
708-383-7500 x104

## Table of Contents

1. Respondent Background	3
2. Proposed Scope of Services	4-10
3. Proposed Schedule of Implementation	11
4. References	12
5. License to Provide Service in Illinois and Disclosure Statement	13
6. Attachments	
I. Cost Proposal Form	14-15
II. Compliance Affidavit	16-17
III. M/W/DBE Status	18
IV. EEO Report	19

### Respondent Background

Thrive Counseling Center  
120 South Marion Street  
Oak Park, Illinois 60302

Incorporated: Illinois, January 3, 1918

Relationship Manager/Account Executive: Cicely Johnson, Clinical Director, 708.383.7500 xt315

Alternate Manager/Executive: John Meister, Executive Director, 708.383.7500 xt104

Name	Credentials	Position	Length of Service
Johnson, Cicely	LCSW	Clinical Director	2 months
Kauffmann, Angie	LCSW	Clinical Program Manager	1 year 4 months
Phillips, Elaine	LPC	Crisis & Access Services Coordinator	2 years 1 month
Dumbroff, Michelle	QMHP	Crisis/Access Worker & Therapist	1 year 1 month
Krueger, Tess	QMHP	Crisis/Access Worker & Therapist	1 year 1 month
Cronin, Jenna	LSW	Off Hours Crisis Worker	2 years 1 month
Gallagher, Lauren	LCPC	Off Hours Crisis Worker	4 years 11 months
Gray, Liz	LCSW	Off Hours Crisis Worker	2 months
Jones, Myisha	MSW	Off Hours Crisis Worker	2 months
Perisee-Johns, Victoria	LCPC	Off Hours Crisis Worker	1 year 2 months

### Proposed Scope of Services

1. *The agency must provide crisis workers who have at least a bachelor's degree in a human services field and who have been trained in providing crisis intervention;*

Response: All primary crisis workers are either licensed therapists with a master's degree or have a bachelor's degree in social work, psychology or a related field and are working towards their master's degree. Extensive crisis intervention training is provided on an on-going basis through individual supervision, staff development and peer consultation. At all times the primary crisis staff person has access to an advanced licensed master's degree clinician for consultation.

2. *The agency must have crisis workers who are available twenty-four hours per day, seven days per week.*

Response: Thrive Counseling Center crisis workers are available to provide 24-hours per day, 7 days per week crisis/emergency intervention and to respond to critical incidents and special police social service issues 365 days/yr.

3. *The agency must provide crisis workers who have the ability to serve a diverse client population.*

Response: The Thrive crisis workers are culturally competent and have the ability to serve a diverse client population. Crisis workers are trained on an ongoing basis in cultural diversity issues, including issues specific to race, ethnicity, age, gender, religion, socio-economic status, sexual minority status, psychiatric diagnosis and various disabilities. Monthly in-service trainings are provided on a variety of topics with learning objectives focused on the development of sensitivity to such issues as diversity. Cultural diversity is one of our top priorities in professional development. As such, funds are also allocated to staff for workshop attendance external to the agency. Thrive embraces diversity as an organizational value.

4. *The agency must provide crisis workers and social workers who have the education, training and experience to be capable of differentiating among mental illness, substance abuse, and other mental illness related problems, and must have access to licensed therapists for consultation.*

Response: Thrives crisis workers either have masters or bachelor's degrees in social work, psychology or a related field. An intensive introductory training period consists of: 1) development of risk assessment skills based on empirically supported research and literature; 2) accompanying senior crisis workers on actual calls; 3) first aid and CPR training.

Crisis Intervention and Police Social Work Services Proposal  
Submitted by: Thrive Counseling Center

All full-time staff is trained in several suicide prevention approaches including ASIST (suicide intervention skills), QPR (Question, Persuade, Refer) and safeTALK (suicide alertness).

In addition, workers receive weekly individual and group supervision, attend monthly in-services and can attend relevant seminars. This clinical training and prior experience in the mental health and social service field enable crisis workers to differentiate between various types of mental illnesses, substance abuse and other mental health concerns. The agency's Crisis and Access Services Coordinator is a Licensed Professional Counselor. The crisis team is supervised by the Clinical Program Manager who is a Licensed Clinical Social Worker. The Crisis Coordinator and Clinical Program Manager have extensive mental health assessment and crisis intervention training and experience. This staff person or another senior level crisis staff is available through Telmediq (HIPPA compliant smart phone app) 24/7 for crisis staff consultation.

Thrive crisis workers will provide risk assessment services which will differentiate among mental illnesses, substance abuse, and other mental illness related problems, and will have access to licensed therapist for consultation.

#### Services

- 5. Crisis workers will respond to pages by telephone within 15 minutes, and will, when deemed appropriate by police personnel, arrive at the scene of a crisis within one hour without transportation assistance from the Village.*

Response: Over the past year the crisis team has had an average phone response time of 5 minutes and an in-person response time of 30 minutes. On a rotating schedule, Thrive Counseling Center crisis workers carry a pager 24 hours per day. This enables them to respond by telephone to OPPD within the 15 minutes expected response time. Agency crisis workers on average arrive on the scene within one half hour during business hours and within an hour after business hours, and will continue to hold both response times as top priorities.

Thrive crisis workers will respond to pages by telephone within 5 minutes, and will, when deemed appropriate by police personnel; arrive at the scene of a crisis within one hour after business hours without transportation assistance from the Village of Oak Park. When necessary, crisis worker will coordinate transportation on behalf of the client to an appropriate medical facility for further care.

Crisis Intervention and Police Social Work Services Proposal  
Submitted by: Thrive Counseling Center

- 6. Crisis workers must provide preliminary assessment for clients referred by the police, regardless of a client's ability to pay for services.*

Response: Clinical assessments are completed on all police-referred clients regardless of the client's ability to pay for the service. Emergency crisis services are offered without cost to people referred by the OPPD. For ongoing counseling and psychiatric services following the post-crisis consultation, client fees are determined based on their funding (including all forms of insurance) and the family or individual's ability to pay. The agency honors a sliding fee schedule sensitive to household size and income for residents of Oak Park and River Forest to ensure access to service if the resident does not have insurance or is unable to afford the deductibles or co-pays of their insurance.

- 7. When appropriate, crisis workers will arrange for the hospitalization of clients. When safety considerations permit and at the discretion of the Police Department, crisis workers who are at a scene with a client will assume control of a situation and allow officers to leave.*

Response: The crisis workers have been trained to facilitate admission of both voluntary and involuntary clients to the local state-operated hospital and to other local private hospitals. Crisis staff is trained in the admission process of the state-operated facility and are regarded as the primary gatekeeper for such referrals coming out of our community by the Illinois Department of Mental Health. Thrive has ongoing contractual working relationships with the state-operated facilities and is able to address problems arising around admissions expeditiously. Additionally, Thrive's crisis workers have extensive knowledge of local hospitals and their psychiatric units and are able to ensure the most clinically appropriate and expeditious referral is made.

Thrive crisis staff, when clinically indicated, will arrange for the hospitalization of clients. Crisis workers who are at a scene with a client will, when safety considerations permit, assume control of a situation and allow officers to leave.

- 8. The agency will contact persons mentioned in police reports, (i.e., crime victims, mentally ill persons, substance abusers) in a timely manner and offer non-emergency follow-up services when appropriate, or link them to agencies, preferably sited within the Village, which can provide appropriate services.*

Response: A Thrive crisis worker will collect non-emergency police reports from the Oak Park Police station Records Department on a weekly basis, or more often as needed. (It is Thrive's current understanding that domestic violence reports are referred to Sarah's Inn through another referral process.) These reports are provided by police station personnel once the crisis worker signs off on the exchange. Thrive's police social service staff then sorts through the non-emergency police reports. All persons listed on police reports

Crisis Intervention and Police Social Work Services Proposal  
Submitted by: Thrive Counseling Center

forwarded to Thrive are contacted by agency staff via telephone within 24 hours of receiving the report. Referrals in need of more urgent outreach are faxed to Thrive Counseling Center, and Thrive's police social service staff will outreach within 24 hours. The person(s) are informed of various types of counseling services offered at Thrive and are encouraged to engage in services.

Thrive's crisis staff will contact individuals mentioned in police reports, i.e., crime victims, mentally ill people, substance abusers, and offer non-emergency follow-up service when appropriate or link them to agencies, preferably situated within the Village which can provide appropriate services.

*9. The agency will provide support for the victims and witnesses of crimes under the Victim Witness Assistance Program.*

Response: Crisis workers provide emergency assessment and crisis counseling for victims and witnesses of violent crimes referred by the officer responding to the scene. Non-emergency referrals of Victim/Witness' are made either via fax, telephone or written report from the responding officer. The agency no longer receives funding from the Illinois States Attorney for the Victim Witness Programming but will continue to provide free risk assessments and consultations to victims and witnesses of violent crime through our agreement with the Village of Oak Park. Services required beyond these will be available on a reduced fee schedule. When appropriate, case management services are available for victims and witnesses. In addition, these clients have access to the full range of counseling and other social services offered at Thrive Counseling Center.

*10. The agency will provide Interim Crisis Intervention Service to youths who meet the criteria for Minors Requiring Authoritative Intervention as defined in 705 ILCS 405/3-3.*

Response: Emergency assessments and follow-up services are available to youth (ages 12 through 17) and their families who are experiencing crises, including but not limited to, youth who are: a) absent from home without parental consent or lockouts; b) runaway youth; c) homeless youth; or d) acting out behavior beyond the control of the parents. Emergency referrals are made by the responding officer. A crisis worker will provide an on-site assessment and crisis intervention with the goal of stabilizing and reunifying the family. If family reunification is not possible at the time of the crisis assessment, the crisis worker will secure alternative housing for the minor. Non-emergency referrals occur via telephone or submission of a written report by the responding officer. Crisis workers will provide assessments, and, if appropriate, follow-up counseling and social services for up to 21 days in order to stabilize the family and reintegrate the youth back to the home.

Crisis Intervention and Police Social Work Services Proposal  
Submitted by: Thrive Counseling Center

*11. The agency will accept referrals of youthful offenders for delinquency prevention through counseling and other structured programs designed to deter future delinquent behavior.*

Response: Crisis workers provide assessment and follow-up services then refer to the agency's youth team staff for services (e.g. anger management and/or therapy services). Referrals may be made to the youth program either during the agency's normal hours of operation via telephone or written referral by the responding officer, or after hours via the on-call crisis worker.

The State of Illinois Department of Human Services no longer provides Delinquency Prevention Grants throughout the state including their funding of Thrive for these services. Thrive's crisis and youth services will continue to accept referrals of youthful offenders for delinquency prevention through counseling and other structured programs designed to deter future delinquent behavior through our agreement with the Village of Oak Park.

*12. The agency will contact the Police Department every business day to receive referrals and relevant police reports and provide consultation on individual cases, to the degree that confidentiality requirements permit;*

Response: Agency crisis staff will contact the Police Department every business day to receive referrals and relevant police reports and provide consultation on individual cases, to the degree that confidentiality requirements permit. Crisis workers will follow up on every non-emergency referral with a telephone assessment, and will offer follow-up services to all residents referred in this manner. Crisis workers will inform referring officers of the status of each case (whether services were accepted or declined) via a written feedback report.

*13. The agency will consult on, and when necessary, provide training for officers in handling persons who are mentally ill and others in need of help;*

Response: Consultation is provided to the police officer whenever needed, 24 hours a day. Training to the police officers is formally presented by Thrive's staff regarding mental illness, suicide prevention (safeTALK, QPR) and other mental health issues either annually or as requested.

On an annual basis, Thrive staff will provide appropriate psychiatric crisis intervention training to Oak Park Police officers in January and February or as requested. Thrive's crisis staff will consult on, and when necessary, provide training for officers in dealing with persons with serious mental illness and others in need of help.



Crisis Intervention and Police Social Work Services Proposal  
Submitted by: Thrive Counseling Center

*14. The agency will provide outreach, follow-up assessment and linkage for non-emergency referrals as indicated by police reports;*

Response: All non-emergency police report referrals are responded to by one or more of the following interventions: 1) phone call, or 2) home visit and/or office visit.

Thrive crisis staff provide outreach, follow-up assessment and linkage for non-emergency referrals as indicated by police reports.

*15. The agency will provide consultation meetings with youth officers and with other officers as needed;*

Response: Thrive's crisis and youth service staff are available to consult with youth officers and all OPPD officers on an as-needed basis. The agency is committed to collaboration with officers and other village staff in order to assist residents in resolution of concerns which have brought them to the attention of the Oak Park Police Department.

Agency crisis and youth staff will provide consultation meetings with youth officers and with other officers as needed.

*16. The agency will provide follow-up phone calls and home visits to police-referred persons;*

Response: See # 8 and #14. For emergency requests for service, Thrive staff will meet the police officer at the residence of the subject being referred for service within the guidelines stipulated under this Agreement.

*17. The agency will provide a social worker one evening per week for on-site social service consultation and interviewing of police-referred cases;*

Response: Thrive crisis and/or youth service staff will be made available as needed for on-site consultation and interviewing and on a specific evening if requested by OPPD personnel. Thrive crisis staff is also available on a 24-hour per day, 7-day per week basis to consult on site per request.

*18. The agency will provide public speaking and community education in conjunction with police officers for community problems/concerns; and*

Response: Thrive crisis and/or other staff is available to join police officers to address community problems per request. In order to accomplish this, additional crisis back-up staff would need to be scheduled during these times. OPPD request for agency staff during the course of the current contract to participate in community education talks has been within the staffing capabilities of the program. If this requirement should exceed staff being

Crisis Intervention and Police Social Work Services Proposal  
Submitted by: Thrive Counseling Center

available for more than two community public speaking events per month, the agency would need to further discuss this contract requirement.

*19. The agency will provide monthly reports of services rendered, as well as such other reports as may be required by the Village.*

Response: Monthly reports indicating emergency and non-emergency services provided to the Oak Park police department are generated by the agency and forwarded on a monthly basis. These reports show the number of events and types of problem areas served.

All relevant information is indexed in our electronic medical records database.

The agency's Crisis Intervention & Police Social Work Services Program will provide monthly reports of services rendered, as well as such other reports as may be required by the village.

## **Proposed Schedule of Implementation**

The partnership between Thrive Counseling Center and the Oak Park Police Department began in 1972. With over 45 years of experience in providing these services, no lead time is required as the service delivery system is in place. While this collaborative model has been effective over the years, our team will continually look for ways to improve and enhance our work to best serve the Oak Park Community.

## References

1. IDHS- Division of Mental Health  
Dan Wasmer  
(773)-908-6267  
[dan.wasmer@illinois.gov](mailto:dan.wasmer@illinois.gov)
2. Oak Park Police Department  
Chief LaDon Reynolds  
708.386.3800  
[lreynolds@oak-park.us](mailto:lreynolds@oak-park.us)
3. River Forest Police Department  
Chief Jim O'Shea  
708-714-3540  
[joshea@vrf.us](mailto:joshea@vrf.us)
4. Community Mental Health Board of Oak Park  
Lisa DeVivo, Executive Director  
708-358-8855  
[ldevivo@cmhb-oakpark.org](mailto:ldevivo@cmhb-oakpark.org)
5. River Forest Township  
Carla Sloan, Supervisor  
708-366-2029  
[cbsloan.rftownship@gmail.com](mailto:cbsloan.rftownship@gmail.com)
6. RiverEdge Hospital  
Carey Carlock  
708-209-4182  
[Carey.Carlock@uhsinc.com](mailto:Carey.Carlock@uhsinc.com)
7. Oak Park River Forest High School  
Katie Madock  
708-383-0700 xt 3728  
[kmadock@oprffhs.org](mailto:kmadock@oprffhs.org)
8. Fenwick High School  
Nancy Drennan  
708-386-0127 xt 334  
[ndrennan@fenwickfriars.com](mailto:ndrennan@fenwickfriars.com)

### **License to Provide Service in Illinois and Disclosures**

All assigned key professional staff has current/valid licenses to provide service in the State of Illinois, as applicable.

Within the past five (5) years, the agency has not been involved in any previous or pending litigation which dealt with the quality of services and/or pricing of products provided.



## Attachment I. Cost Proposal Form

Vendor shall state as part of its proposal a written description of its quality assurance method to be utilized to ensure proper indexing of all documents.

Provide cost proposal based on the proposed operations schedule under Section II in the space provided below:

**Cost Proposal for Thrive Counseling Center  
Crisis Intervention and Police Social Work Services**

Year 2020	\$144,300.00
Year 2021	\$147,900.00
Year 2022	\$151,500.00

Proposal Signature: *John H. Meister*

State of ILLINOIS ), County of COOK )

John H. Meister, being first duly sworn on oath deposes and says that the Consultant on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Consultant and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Specifications and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

Signature of Consultant authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Consultant shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Thrive Counseling Center

Organization Name  
(Seal - If Corporation)

By: *John H. Meister* Dated: 10-14-2019  
Authorized Signature

120 S. Marion Street, Oak Park, IL 60302  
Address

708-383-7500 xt.104  
Telephone

jmeister@thrivecc.org  
E-mail

STATE OF ILLINOIS, COUNTY OF COOK  
Subscribed and sworn to before me this

14<sup>th</sup> day of Oct, 2019.

*[Signature]*  
Notary Public





Attachment II. Compliance Affidavit

I, John H. Meister being first duly sworn on oath depose and state as follows:  
(Print Name)

- 1. I am the (title) President/Exec. Director of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. Neither the Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: [Handwritten Signature]

Printed Name John H. Meister

Name of Business: Thrive Counseling Center Your Title: President/Exec. Director

Business Address: 120 S. Marion Street Oak Park IL 60302  
(Number, Street, Suite #) (City, State & Zip)

1 Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity.



Telephone: 708.388.7500 Fax: 708.388.7780 Web Address: jmeister@thrivecc.org  
xt 104

STATE OF ILLINOIS, County of Cook  
Subscribed to and sworn before me this 14<sup>th</sup> day of OCTOBER, 2019.

[Signature]  
Notary Public





Attachment III. M/W/DBE Status

Please fill out their form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

1. Vendor Name: Thrive Counseling Center

2. Check here if your firm is:

- Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- Owned by a person with a disability (DBE) (A firm that is at least 51% owned
- None of the above

(Copies of all certification letters must be included)

3. What is the size of the firm's current stable work force?

- 28 Number of full-time employees
- 16 Number of part-time employee

Signature: 

Date: 10-24-2019

## Attachment IV. EEO Report

### EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid.

An EEO-1 Report may be submitted in lieu of this report

Vendor Name Thrive Counseling Center  
 Total Employees 34.8 (FTE)

Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	3.4	1.6	1.8	-	-	-	-	1.0	-	-	-	1.0
Professionals	26.1	2.5	23.6	-	7.0	-	-	1.8	3.5	-	2.8	9.1
Technicians	3.3	1.0	2.3	-	-	-	-	-	.8	-	-	.8
Sales Workers												
Office & Clerical	2.0	.5	1.5	-	-	-	-	-	-	-	-	-
Semi-Skilled												
Laborers												
Service Workers												
<b>TOTAL</b>												
Management Trainees												
Apprentices												

This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

[Signature] being first duly sworn, deposes and says that he/she is the President / Executive Director  
 (Name of Person Making Affidavit) (Title or Officer)

of Thrive Counseling Center and that the above EEO Report information is true and accurate and is submitted with the intent that it be relied upon.

STATE OF ILLINOIS, County of Cook  
 Subscribed and sworn to before me this 14<sup>TH</sup> day of OCTOBER, 2019.

[Signature] (Signature) 14 Oct 2019 (Date)

