PROFESSIONAL SERVICES AGREEMENT

SEX OFFENDER TREAMENT AND COUNSELING SERVICES

BETWEEN

COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE
SOCIAL SERVICES AND ADULT PROBATION DEPARTMENTS

AND

Adelante, P.C.

Requisition No.(s): **106929, 107469**
Contract No.: 13-88-080 **H**

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 0 8 2013

COM_____

PROFESSIONAL SERVICES AGREEMENT

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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 Adelante, P.C. doing business as a not-for-profit corporation in the State of Illinois hereinafter referred to as "Provider", on the _____ day of_____, 2013.

BACKGROUND

The County of Cook issued a Request for Proposal "RFP" for Sex Offender Treatment and Counseling Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Provider was selected based on the proposal submitted and evaluated by the County representatives.

Provider 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 Provider 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 Department require the approval of the Chief Procurement Officer in a written Amendment to this Agreement before Provider 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.

"**Using Department**" means the Office of the Chief Judge, Social Services and/or Adult Probation Department.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and set forth in Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Provider contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials contractors, whether or not in privity with Provider.

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 table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services/Key Personnel
Exhibit 2	Compensation
Exhibit 3	Evidence of Insurance
Exhibit 4	Economic Disclosure Statement /Signature Pages

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF PROVIDER

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Provider's Services nor a limitation on the Services that Provider is to provide under this Agreement.

Provider must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Provider must provide include, but are not limited to, those described in Exhibit 1, Scope of Services.

b) Deliverables

In carrying out its Services, Provider must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Provider 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 Provider has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Provider of its failure. If Provider 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 Provider of its commitments under this Agreement.

c) Standard of Performance

Provider must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Provider performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Provider 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, Provider agrees to be held to the standard of care of a fiduciary.

Provider 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. Provider must provide copies of any such licenses. Provider remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Provider or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Provider fails to comply with the foregoing standards, Provider 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 Provider 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 Provider either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Provider 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. Provider 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 Provider 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**

Provider 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 Department may at any time in writing notify Provider that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Provider 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**

Provider and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Provider underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Provider, 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 Provider to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

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

f) Insurance

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Vendor shall require all policies of insurance that are in any way related to the work to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.

The Vendor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Vendor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Vendor

Prior to the effective date of this Contract, the Vendor, at its cost, shall maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its operations under this Contract. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the County.

The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

Vendor shall require all Subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Vendor.

Coverages

(a) Workers Compensation Insurance

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

(1) Employers' Liability coverage with a limit of
$100,000 each Accident
$100,000 each Employee

$100,000 Policy Limit for Disease

(2) Broad form all states coverage

(b) Commercial General Liability Insurance

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

(a) All premises and operations;
(b) Independent Provider's Protection Liability;
(c) Contractual Liability;
(d) Products/Completed Operations;
(e) Broad Form Property Damage Liability;
(f) Cross Liability.

(c) Commercial Automobile Liability Insurance

When any motor vehicles are used in connection with the Services to be performed, Vendor shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

(a) Liability - All Autos: Bodily Injury & Property Damage - $1,000,000 per Occurrence

(b) Uninsured/Underinsured Motorists: Per Illinois Requirements

(d) Professional Errors & Omissions Insurance

If any professional services are provided, Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than $1,000,000 with a deductible of not more than $100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this contract and the Vendor shall annually provide the County with proof of renewal.

Additional requirements

(a) Additional Insured

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) Qualification of Insurers

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

(c) Insurance Notices

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of its part of the work, Vendor shall furnish to the County certificates of insurance maintained by Vendor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Vendor's obligations to obtain insurance pursuant to these insurance requirements.

g) Indemnification

The Provider 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 Provider, or the acts or omissions of the officers, agents, employees, Providers, subcontractors, licensees or invitees of the Provider. The Provider expressly understands and agrees that any Performance Bond or insurance protection required of the Provider, or otherwise provided by the Provider, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Provider acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Provider in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Provider's performance hereunder. Provider 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. Provider 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 Provider 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 Provider 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 Provider's own purposes or for those of any third party. During the performance of the Contract Provider shall be responsible of any loss or damage to the Documents while they are in Provider's possession, and any such loss or damage shall be restored at the expense of the Provider. 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, Provider shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Provider as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Provider 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.

Provider agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Providers' 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 Provider'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, Provider with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Provider'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 Provider 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 Provider 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 Provider related to the Contract, or to Provider's compliance with any term, condition or provision thereof. The Provider shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Provider further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractors 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 subcontractors involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Provider receives payment under the Contract, reimbursement for which is later disallowed

by the County, the Provider 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 Provider under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Provider 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 Provider 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, Provider 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) Subcontract 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 Provider from its obligations or change the terms of the Contract. The Provider 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 Provider shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Provider 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. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Provider 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 Provider must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, Provider and any other person or entity whom the Provider 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 Provider is not required to disclose employees who are paid or estimated to be paid. The Provider is not required to disclose employees who are paid solely through the Provider'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 Provider is uncertain whether a disclosure is required under this Section, the Provider 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 Providers and subcontractors of the Provider 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.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect upon date of execution by the County ("**Effective Date**") and continue until May 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Provider 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, Provider acknowledges that TIME IS OF THE ESSENCE and that the failure of Provider to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Provider nor Provider's agents, employees or 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 Provider by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 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 Provider. 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 Provider 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 Provider shall be in accordance with the cost provisions according to the Schedule of Compensation in the attached Exhibit 2. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Provider as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Provider shall not be entitled to invoice the County for any late fees or other penalties.

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 Provider 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 Provider. No payments will be made or due to Provider 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-9998-2013-05.

f) Price Reduction

If at any time after the contract award, Provider 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 Provider 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 Provider makes in the price of the Deliverables to its prospective customers generally.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Provider 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 Provider. 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, Provider 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) COMPLIANCE WITH ALL LAWS

The Provider 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 Provider's employees, agents or subcontractors shall be the responsibility of the Provider.

The Provider 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, Provider:

i) warrants that Provider 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 Provider 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 Provider 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 Provider or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Provider and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;

v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Provider 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 the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; 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 9.1 and 9.3.

b) Ethics

In addition to the foregoing warranties and representations, Provider warrants:

(1) no officer, agent or employee of the County is employed by Provider 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 Provider 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 Provider, 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 Provider 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, Provider 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) Provider 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, Provider must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Provider is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Provider's past or present clients. If Provider 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 Provider 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 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of contractor's Services for others conflict with the Services Provider is to render for the County under this Agreement, Provider 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 Provider under this Agreement, Provider 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, Provider 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

Provider and any assignee or Subcontractor of Provider 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 provider to the County.

ii) Provider's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Provider'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 Provider'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 Provider without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Provider's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Provider 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 Section 7a. in the performance of the Agreement.

(vi) Provider'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 Provider in default. The Chief Procurement Officer may in his sole discretion give Provider 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 Provider 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 Provider 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 Provider fails to effect 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, Provider 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 Provider's expense and as agent for Provider, either directly or through others, and bill Provider for the cost of the Services, and Provider must pay the difference between the total amount of this bill and the amount the County would have paid Provider under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Provider under this Section 9.2;

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 Provider's compensation under this Agreement;

vi) The right to consider Provider 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 Provider to continue to provide the Services despite one or more events of default, Provider 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 9.1 and 9.2 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 Provider. The County will give notice to Provider in accordance with the

provisions of Article 11. The effective date of termination will be the date the notice is received by Provider 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, Provider 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 Provider must attempt to agree on the amount of compensation to be paid to Provider, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Provider is in full settlement for all Services satisfactorily performed under this Agreement.

Provider must include in its contracts with Subcontractor 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. Provider will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Provider or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.1 and 9.2 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 9.3.

d) Suspension

The County may at any time request that Provider suspend its Services, or any part of them, by giving 15 days prior written notice to Provider 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. Provider 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 Provider when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Provider 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, Provider by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

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 Provider's performance or non-performance;

(ii) if the County exercises any of its remedies under Section 9.2 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, Provider 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

Provider agrees that no charges or claims for damages shall be made by Provider 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, Provider 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.

h.) Termination for Convenience

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

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**

Provider 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 Provider to enter into this Agreement or has been relied upon by Provider, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) 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**

Provider acknowledges that Provider 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. Provider did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Provider 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) Modifications and Amendments

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

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

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be

extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

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

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Provider 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 Provider consents and submits to the jurisdiction thereof. In accordance with these provisions, Provider 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

Provider 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, Provider 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 Department 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 Provider's performance in any respect or waives a requirement or condition to either the County's or Provider'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 Provider in writing.

i) Independent Contractor

The Provider and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Provider nor provider's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

This Agreement is between the County and an independent contractor and, if Provider 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 Provider performing the Services required under this Agreement.

ii) Provider 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.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Provider.

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.

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 Office of the Chief Judge
Adult Probation and Social Services Departments
69 West Washington Street, Suite 1940
Chicago, Illinois 60602
Attention: Chief Probation Officer and Director of Social Services

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Provider: Adelante, P.C.
1608 N. Milwaukee , Suite 407
Chicago, IL 60647
Attention:Karen Stanbary, LCSW, Director

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

ARTICLE 12) AUTHORITY

Execution of this Agreement by Provider 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 Provider have been made with complete and full authority to commit Provider to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services

SCOPE OF SERVICES
SEX OFFENDER TREATMENT AND COUNSELING SERVICES

The Departments provide specialized supervision for those convicted of sex-related criminal offenses. The Adult Probation Department specialized supervision handles primarily, but is not limited to, individuals who have committed felony sexual offenses (mainly criminal sexual assault or aggravated criminal sexual abuse) against adolescents or children who at the time of the offense were residing with and/or were closely acquainted to the offender. The Social Service Department's program handles a variety of misdemeanor offenses. The probation officers/caseworkers assigned to these caseloads have specialized training for working with sex offenders. In addition to standard probation conditions, sex offenders are often subject to numerous special conditions including: long-term counseling; curfews; increased office reporting; field visits and searches; drug testing; polygraph testing; sex offender registration; removal from the household; restricted contact with the victim and anyone under the age of 18; restitution for harm done to the victim; and continued financial support of the family. Supervision strategies are based upon the following basic assumptions: 1) sex offenses have serious consequences for victims, families, and the community; 2) sex offenders are responsible for their behavior and must be held accountable; 3) sex offending is a repetitive but controllable behavioral disorder; 4) specialized treatment and supervision are imperative to prevent further offending; and 5) a coordinated interdisciplinary approach is necessary to effectively manage sex offenders in the community. The Departments are seeking outside service agencies to provide court-ordered assessment and treatment services for sex offenders supervised in these specialized programs.

Requirements

Assessment Services
Upon having a probationer referred by the Using Department, the Provider shall conduct an assessment that includes a structured interview, psychological testing, Abel Assessment, polygraph, and information from appropriate collateral sources. The assessment and recommendations shall address the areas set forth by the Illinois Sex Offender Management Board in 20 Illinois Administrative Code 1905.230 General Standards for Conducting Evaluations, 20 Illinois Administrative Code 1905.240 Elements of Comprehensive Sex Offense Specific Evaluations, and 20 Illinois Administrative Code 1905.250 Evaluator Recommendations.

If, due to a probationer's noncompliance, an assessment cannot be completed in accordance with the above requirements, the Provider shall prepare a Report of Incomplete Assessment. The report shall minimally include the following: the components of the assessment that were completed; the components of the assessment that were not completed and an explanation for why they were not completed; the dates and times of all appointments missed by the probationer; a description of all attempts made by the Provider to complete the assessment; and if available, the probationer's reasons for not cooperating with the assessment process.

Treatment Services
The Provider shall provide sex offender treatment that is consistent with the guidelines set forth by the Illinois Sex Offender Management Board in 20 Illinois Administrative Code 1905.300 General Standards for Treatment, 20 Illinois Administrative Code 1905.310 Treatment Provider Client Written Treatment Agreement, and 20 Illinois Administrative Code 1905.320 Completion of Treatment.

Group therapy shall consist of one 90-minute session per week. The need for individual therapy shall be made on a case-by-case basis. When individual therapy is deemed necessary, it shall not exceed two 60-minute sessions per month.

Also, staffing meetings, attended by the therapist and probation officer, shall be held with new probationers. These staffing meetings shall be conducted after an evaluation has been completed and a treatment plan developed. The purpose of these staffing meetings shall be to discuss the probationer's treatment plan, the probation supervision plan, and any other pertinent issues. After the initial meeting, the probation officer and therapist shall jointly determine the need for, and frequency of, any such additional meetings.

Maintenance polygraph examinations shall be used on a limited basis to determine whether probationers have complied with probation and treatment conditions. However, no maintenance polygraph test shall be conducted without prior approval from the Using Department. Furthermore, if an offender fails a polygraph examination and a follow-up test is required, costs for the follow-up examination shall be borne by the offender as the Using Department will not pay for any part of such examinations.

Maintenance phallometry via Abel Assessment shall also be used on a limited basis to help assess offenders' progress in treatment by analyzing arousal to violence, to prepubescent and adolescent children, and to other deviant arousal stimuli. No maintenance Abel assessment shall be conducted without prior approval from the Using Department.

Conditions of Service

1. The Provider shall be on the Illinois Sex Offender Management Board's list of agencies that meet the qualifications for provision of evaluations and treatment of sex offenders and shall be in compliance with all requirements contained in 20 Illinois Administrative Code 1905. The Provider should also be certified members of the Association for Treatment of Sexual Abusers. Suspension or removal at any time from these listings and/or memberships must be reported in writing immediately to the Using Department.

2. The Provider shall use treatment contracts in accordance with 20 Illinois Administrative Code 1905.310 Treatment Provider Client Written Treatment Agreement. These contracts shall be available to the Using Department upon request.

3. Polygraph examinations shall be administered by a licensed polygraph examiner as required by 225 ILCS 430 "Detection of Deception Examiner's Act" and in accordance with Section V, "General Conditions" paragraph GC-02. Furthermore, polygraphers must have completed 40 hours of training specific to the area of sexual offenders.

4. The Using Department and Provider will require offenders to sign release of information forms.

5. The Provider shall agree that the probation officer/caseworker is a member of the case management and treatment team. To help ensure effective supervision of the offender, the treatment agency shall share all information pertaining to the offender's treatment and progress with the Using Department. The Provider shall be available (in person or via telephone) to Using Department staff to discuss treatment and supervision issues as needed. Information to be shared shall minimally include analysis of the probationer's progress, degree of denial, treatment plan, offense cycle, and relapse prevention plan.

6. Information obtained by the Using Department at the presentence stage, intake stage, or during on-going supervision will be available to the Provider.

7. The Using Department may, with prior notice to Providers, observe any aspect of treatment. The Using Department shall be allowed to review the Providers treatment protocols and curricula.

8. The Provider shall provide to the Using Department, monthly written offender progress reports (format to be provided by the Using Department) for each offender by the 15th of each month. Reports shall minimally include analysis of the offender's progress and attendance and any other pertinent information of which the Provider becomes aware. The intent of the report is to ensure that probation officers/caseworkers have the necessary information to do the following: be able to provide up-to-date and accurate information to the court; effectively supervise cases; be a meaningful part of the treatment team; and be able to identify problematic behavior and intercede appropriately.

9. The Provider shall notify the Using Department via email and telephone within one working day of incidents of non-compliance including but not limited to, incomplete homework assignments, suspensions, and unsuccessful terminations. Additionally, within five days of becoming aware of an offender's non-compliance, the agency shall forward a written report to the Using Department' designee. The report shall contain a detailed description of the non-compliance including all pertinent dates and times.

10. The Provider shall notify the Using Department via telephone and email to the assigned probation officer and supervisor within 24 hours of an offender's increased risk to re-offend. This notification does not diminish the Provider's duty to warn the victim and to notify the appropriate police agency as necessary.

11. The Provider shall notify the Using Department in writing of an offender's successful completion of treatment within five working days of discharge.

12. The Provider shall notify the Using Department of all rejections on the same working day that they occur. If an offender is placed on a waiting list, the Using Department must be notified on the same working day it occurs. It is expected that the Provider will accept the vast majority of referrals.

13. The Provider shall send to the Using Department a statistical report (format to be provided by the Using Department) every three months. The report shall include the following for each referral made by the Using Department: the client's name; the referring department (i.e., Adult Probation or Social Service); type of treatment provided; the date treatment began; the date treatment ended; hours of treatment completed; and type of discharge.

14. The Provider shall provide additional documentation/updates as requested by the Using Department.

15. The Provider shall complete and return assessments to the Using Department within 30 days of referral notification.

16. The Provider shall have strategies to address offenders who are in denial.

17. The Provider shall agree that offenders are responsible for their behavior and that community safety takes precedence over any other conflicting interests.

18. The Provider shall testify in court as required.

19. The Provider shall provide the Services in Cook County.

20. The Provider is required to maintain records on each case for a minimum of two (2) years after the termination of probation. Records shall be available for inspection by the Using Department upon request.

Key Personnel

Adelante, P. C.

1608 North Milwaukee
Suite #407-410
Chicago, Illinois 60647
Office: (773) 486-0031
Fax: (773) 486-1891

33 North County
Suite #306
Waukegan, Illinois 60085
Office: (847) 249-8042
Fax: (847) 249-7436

Key Personnel

Karen Stanbary, LCSW

Evaristo Ruiz, LCSW

Eileen Arzani, LCSW

Additionally, ADELANTE, P.C. is a second year clinical field placement site for the University of Chicago School of Social Service Administration. We take only one second year student at a time and this student practices under the direct supervision of Evaristo Ruiz.

EXHIBIT 2

Schedule of Compensation

EXHIBIT 2

COMPENSATION

Maximum Compensation. The maximum compensation under this agreement may not exceed $380,000.00

Payment

All charges shall not exceed the amount of $380,000.00 for the initial three (3) years of the contract, and shall be paid in accordance with Article 5 (b) of this Agreement. Invoices in triplicate on County invoice Form 29A shall be submitted by the Provider to the Using Departments when requesting payment.

The County shall have the right to examine the books of the Provider for the purpose of auditing the same with reference to all charges made to the County. The Provider must submit original invoices to the Using Departments to apply against the contract in accordance within the mutually agreed upon time period.

Provider must support each invoice with reasonable detail including subcontractor costs. Provider must maintain complete documentation of all costs incurred for review and audit by the County or its designated representative(s). Provider must submit each invoice in the format directed by the County and provide with it a progress report in a format acceptable to the County. The progress report should identify any variances from budget or schedule and explain the reasons for the variances.

In the event the Provider received payment under the Agreement, reimbursement for which is later disallowed by the County, the Provider 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 provider under any contract with the County.

Compensation

Offenders who are assessed as able to pay for services shall pay their own fees directly to the Contractor. The Using Department, in its sole discretion, shall determine whether offenders fall below standards of income. If the Using Department determines that an offender is indigent, the Contractor shall be reimbursed by Cook County for services rendered in accordance with the "Fee Schedule" table below, less the co-payment required to be paid by the offender. Offender co-payments shall be paid directly to the Respondent in the amounts indicated in the tables entitled, "Offender Assessment Fee Scale" and "Offender Treatment Fee Scale" below. The Using Department shall provide the Respondent with information for each offender indicating the amount to be paid by the offender and the amount to be billed to the Using Department. It shall be the sole responsibility of the Respondent to collect any required co-payment from the offender. The County shall in no event be liable in any amount for any required offender co-payment.

FEE SCHEDULE	
Service	**Cost**
Assessment	
Evaluation/Psychological Testing	$700 per offender
Abel Assessment	$400 per offender
Polygraph Testing*	$350
Treatment	
Group Therapy	$50 per 90-minute session
Individual Therapy	$55 per one-hour session *(not to exceed two 60-minute sessions per month)*
Maintenance Polygraph*	$350 per test *(only with prior approval of the Department)*
Maintenance Abel Assessment	$300 per test *(only with prior approval of the Department)*
Other	
Court Appearance	$55 per hour *(not to exceed two hours)*
Therapist/Probation Officer/Case Manager Staffing Meeting	$55 per hour

**A follow-up polygraph done as the result of an offender failing a polygraph examination shall be paid for in-full by the offender.*

OFFENDER ASSESSMENT FEE SCALE			
	Amount to be Paid by Offender Per Service*		
Offender Income	Evaluation/ Psychological Testing	Abel Assessment	Polygraph
$0 TO $1,000.00	$0	$0	$0
(Includes Medicaid recipients, homeless, chronically mentally ill with no benefits)			
$1,001.00 to $3,000.00	$17	$10	$8
$3,001.00 to $6,000.00	$25	$15	$10
$6,001.00 to $8,000.00	$35	$20	$20
$8,001.00 to $10,000.00	$50	$25	$25
$10,001.00 to $13,000.00	$105	$60	$55
$13,001.00 to $16,000.00	$210	$120	$105
$16,001.00 to $19,000.00	$350	$200	$175
$19,001.00 to $22,000.00	$485	$275	$240
$22,001.00 to $25,000.00	$560	$320	$280
$25,001.00 to $30,000.00	$630	$360	$310
$ 30,001.00 and up	$700	$400	$350

**The amount to be paid by the offender shall be reduced by 10% for each dependent.*

OFFENDER TREATMENT FEE SCALE				
	Amount to be Paid by Offender Per Service**			
Offender Income	Group Sessions	Individual Sessions	Maintenance Polygraph	Maintenance Abel
$0 TO $1,000.00	$0	$0	$0	$0
(Includes Medicaid recipients, homeless, chronically mentally ill with no benefits)				
$1,001.00 to $3,000.00	$5	$10	$5	$10
$3,001.00 to $6,000.00	$10	$15	$10	$15
$6,001.00 to $8,000.00	$15	$20	$15	$20
$8,001.00 to $10,000.00	$20	$25	$20	$25
$10,001.00 to $13,000.00	$25	$30	$25	$60
$13,001.00 to $16,000.00	$30	$35	$60	$120
$16,001.00 to $19,000.00	$35	$40	$120	$200
$19,001.00 to $22,000.00	$40	$45	$200	275
$22,001.00 to $25,000.00	$45	$50	$275	$320
$25,001.00 to $30,000.00	$50	$55	$320	$360
$ 30,001.00 and up	$50	$55	$350	$400

**The amount to be paid by the offender shall be reduced by 5% for each dependent.*

Any services provided that exceed the maximum allowable hours will not be reimbursed by the Using Department unless the Respondent received prior approval from the Using Department to provide the services.

Reimbursement and Invoicing

Treatment slots will not be pre-purchased; payment will follow participants through a voucher system. The Contractor shall coordinate and communicate with other federal, state and city programs to ensure that all relevant fiscal and programmatic resources are used to provide services and assistance to participants in the program. Cook County funding shall be considered only as a last resort. In other words, medical insurance, Medicaid, SOMB funding, DHS funding, and any other option shall be exhausted prior to requesting reimbursement.
Agencies shall submit an invoice, along with three copies of County Form 29A, which is a County voucher form, on a calendar month basis for services rendered to indigent participants. The signature of an authorized agency official is required. Each invoice must have the following identifiers for each individual being invoiced:

- Offender's name
- Offender's date of birth
- Offender's case number as provided by the Using Department
- The Department's probation officer/caseworker name (who made the referral)
- Type of session (e.g. evaluation, group therapy)
- Dates of service for each charge

The Respondent shall send invoices no later than the 15th of each month for each previous month's billable hours. Invoices on referrals from the Adult Probation Department shall be sent to:

Director of Finance, Cook County Adult Probation Department
69 West Washington Street,
Suite 1940, Chicago, Illinois 60602.

Invoices on referrals from the Social Service Department shall be sent to:

Mary Rose Heffernan, Business Manager
Social Service Department
Criminal Courts Administration Building, Room 901,
2650 South California Avenue
Chicago, Illinois 60608.

Invoices not received by the 15th of each month for each previous month's billable hours will be subject to delays in processing and may also adversely affect future funding.

EXHIBIT 3

Evidence of Insurance

Account Number: IL ADEL 1600 Date: 9/05/12 Initials: LISAB

CERTIFICATE OF INSURANCE

AMERICAN HOME ASSURANCE CO.
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Insured:
ADELANTE PC
1608 N MILWAUKEE AVE STE 407
CHICAGO IL 60647

Additional Named Insureds:
KAREN STANBARY
EVARISTO RUIZ
EILEEN ARZANI

Type of Work Covered: PROFESSIONAL SOCIAL WORKER

Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 09/01/1992

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	SWL-007947334	9/01/12	9/01/13	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED ON THIS POLICY AND HE OR SHE SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: THE FOLLOWING IS AN ADDITIONAL INSURED ON THIS POLICY:
LAKE COUNTY

This Certificate Issued to:
Name: ADELANTE PC
Address: 1608 N MILWAUKEE AVE STE 407
CHICAGO IL 60647

Authorized Representative

APA 00049 00 (05/2012)

EXHIBIT 4

Economic Disclosure Statement and Signature Pages

MBE/WBE UTILIZATION PLAN (SECTION 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.

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

X Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate 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 from the Office of Contract Compliance)

____ 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 and III).

II. ☐ **Direct Participation of MBE/WBE Firms** ☐ **Indirect Participation of MBE/WBE Firms**

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: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes ____ No ____
*Letter of Certification attached? Yes ____ No ____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal *must* be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT

BARBARA DEL LINK	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOAN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOAN A. PUCHINSKI	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWARD M. DENT	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DOOLEY COBBS-HAY	17th Dist.

COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

November 29, 2011

Ms. Karen Stanbary, President
Adelante, PC
1608 N. Milwaukee, #407
Chicago, IL 60647

Annual Certification Expires: November 29, 2012

Dear Ms. Stanbary:

We are pleased to inform you that Adelante, PC has been Re-certified as a **WBE** by Cook County Government. This **WBE** Certification is valid until **November 29, 2014**; however your firm must be revalidated annually. Your firm's next annual validation is required by **November 29, 2012.**

As a condition of continued Certification during this three (3) year period, you must file a "**No Change Affidavit**" **within sixty (60) business days prior** to the date of annual expiration. **Please include the non-refundable fee of $50.00, payable to Cook County Department of Revenue.** Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a **WBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Social Services: Treatment and Evaluation Services for Sex Offenders

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

LaVerne Hall

LaVerne Hall
Director
LH/ek

Printed on Recycled Paper

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED 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 UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;

2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

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

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned 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 UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 85-1459 (30 ILCS 580/2-11).

D. **DELINQUENCY IN PAYMENT OF TAXES**

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

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 UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the 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. **MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. **LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

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 determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, 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 States 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.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name N/A Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p):

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

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

Yes: X No: _____

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

1608 North Milwaukee #407
Chicago IL 60647

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

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. **REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned 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 Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X The Undersigned owns no real estate in Cook County.

5. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned 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 Undersigned must explain below:

None

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to r[illegible]ve a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County [illegible]ge.

"*Applicant*" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"*County Privilege*" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of $10,000.00.

"*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 Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. 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.

Privilege Information:

County Privilege: Adelante, P.C.

County Department: Adult Probation/Social Services

Applicant Information:

Last name: Stanbary First Name: Karen MI: S

SS# (Last Four Digits): 1 8 2 4 Date of Birth: 1-26-1959

Street Address: 3253 W. Belle Plaine

City: Chicago State: IL Zip: 60618

Home Phone: (773) 478-1930 Drivers License No: S351-5175-9620

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

X A. The Applicant has no judicially or administratively ordered child support obligations.

____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.

____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations

____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: Karen Stanbary Date: 9-18-12

Subscribed and sworn to before me this 18 day of September 2012

X [signature] PATRICIA TRAINA MY COMMISSION EXPIRES JULY 15, 2014 OFFICIAL SEAL

Notary Public Signature Notary Seal

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

"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. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

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

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

Identifying Information:

Name ADELANTE, P.C. D/B/A: _____ EIN NO.: 36-380-1922

Street Address: 1608 N. Milwaukee #407

City: Chicago State: IL Zip Code: 60647

Phone No.: 773-486-0031

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] 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 individual and each Entity 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
Karen Stanbary	3253 W Belle Plaine Chicago IL 60618	51%
Ernesto Ruiz	3253 W Belle Plaine Chicago IL 60618	49%

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
	N/A		

Declaration (check the applicable box):

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

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

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

President
Title

Karen Stanbary
Signature

9-18-12
Date

Karenstanbary@gmail.com
E-mail address

773-486-0031
Phone Number

Subscribed to and sworn before me
this 18 day of Sept, 2012.

X
Notary Public Signature

NOTARY PUBLIC OFFICIAL SEAL STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 15, 2014
Notary Seal

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/economy/ethics/Listings/ce_ethics_VendorList_.pdf**

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of $25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Half-brother
- Half-sister

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person* doing business** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Karen Stanbary Title: President

Business Entity Name: Adelante, P.C. Phone: 773-486-0034

Business Entity Address: 1608 N. Milwaukee #407 Chicago IL 60647

____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

	Owner/Employee Name:	Related to:	Relationship:
1.			
2.			
3.			
4.			
5.			

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

X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Karen Stanbary
Owner/Employee's Signature

9-18-12
Date

Subscribe and sworn before me this 18 Day of September, 2012

a Notary Public in and for Cook County

Patricia Traina
(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL PATRICIA TRAINA MY COMMISSION EXPIRES JULY 15, 2014

My Commission expires July 15, 2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A CORPORATION
(SECTION 9)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned 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.

BUSINESS NAME: Adelante, P.C.

BUSINESS ADDRESS: 1608 North Milwaukee #407
Chicago IL 60647

BUSINESS TELEPHONE: 773-486-0031 FAX NUMBER: 773-486-1896

CONTACT PERSON: Karen Stanbary

FEIN: 36-380-1922 *IL CORPORATE FILE NUMBER: 56840206

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Karen Stanbary VICE PRESIDENT: _____

SECRETARY: Evaristo Ruiz TREASURER: _____

****SIGNATURE OF PRESIDENT**: Karen Stanbary

ATTEST: Evaristo Ruiz **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

29th day of March, 2013.

My commission expires:

"OFFICIAL SEAL"
SYLVIA I. SAPPANOS
Notary Public, State of Illinois
My Commission Expires 09/30/2013

x Sylvia I. Sappanos
Notary Public Signature

Notary Seal

* **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.**

** **In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF May ,20 13.

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

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

13-88-080H

OR

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

TOTAL AMOUNT OF CONTRACT:$ 380,000.00 D.U.R.
(DOLLARS AND CENTS)

FUND(s) CHARGEABLE: 5411827.520385, 5321453.520835

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 0 8 2013

COM

APPROVED AS TO FORM:

NOT REQUIRED
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)