

PROFESSIONAL SERVICES AGREEMENT

**DOMESTIC VIOLENCE
PARTNER ABUSE INTERVENTION PROGRAM**

BETWEEN



**COOK COUNTY GOVERNMENT
OFFICE OF THE CHIEF JUDGE
SOCIAL SERVICES AND ADULT PROBATION DEPARTMENTS**

AND

Center for Advancing Domestic Peace, Inc.

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 08 2013

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**Requisition No.(s): 106902, 107416
Contract No.: 13-88-081 D**

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 CENTER FOR ADVANCING DOMESTIC PEACE, INC., 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 Qualifications "RFQ" for Partner Abuse Intervention Program Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFQ. 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: Center for Advancing Domestic Peace, Inc.
813 S. Western Ave
Chicago, IL 60612
Attention: Christine Call, 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

DOMESTIC VIOLENCE PARTNER ABUSE INTERVENTION PROGRAM

Operating under the Office of the Chief Judge of the Circuit Court of Cook County, the Social Service Department and the Adult Probation Department administer a wide range of programs covering both standard and specialized supervision as well as pretrial and presentence services. The majority of the departments' resources are dedicated to supervising criminal offenders sentenced to probation, supervision, or conditional discharge, all of which are sentencing options that require offenders to comply with specific conditions while residing in the community. Probation officers/caseworkers assist offenders in complying with their sentences through guidance, surveillance, and referrals to service providers for treatment, education, and employment services.

Both Social Service Department and the Adult Probation Department provide specialized supervision for offenders convicted of offenses related to domestic violence. The probation officers/caseworkers assigned to these caseloads have specialized training and handle caseloads composed primarily or exclusively of perpetrators of domestic violence. The County sought outside service agencies to provide partner abuse intervention services for these offenders. Supervision and treatment strategies are guided by principles outlined in the Illinois Protocol for Partner Abuse Intervention Programs such as the following: abuse can never be condoned under any circumstances; violence is a learned behavior, and alternatives to violence can be taught; violence is a choice, and offenders are culpable for poor decisions and abusive conduct; offenders must be made aware of the emotional, social, and economic costs of their behavior; and social and cultural beliefs can support and therefore, perpetuate abuse.

The Provider will perform the following services:

1. The Provider shall provide partner abuse intervention services to individuals who have been found guilty of a criminal act of violence against or directed toward an intimate partner and who as a result, have been sentenced to probation, conditional discharge, or supervision and who have been court mandated to complete treatment. Services shall be provided to offenders in accordance with the guidelines established by the Illinois Department of Human Services (IDHS) Illinois Protocol for Partner Abuse Intervention Programs, Section I – Male Perpetrators of Women Abuse, Domestic Violence Advisory Council, Third Revision, March 2002 and Section II - Female Perpetrators of Heterosexual Partner Abuse.
2. The Provider shall conduct an assessment on each offender within 20 days of referral from the County, when an assessment is not provided by the County. The assessment shall meet or exceed the standards set by the Illinois Protocol for Partner Abuse Intervention Programs ("PAIP"). When an assessment is provided by the County, the Respondent shall not complete an assessment but shall complete an intake. The County shall determine when assessments are provided to the Respondent.
3. The Provider shall provide a minimum of 36 hours and a maximum of 50 hours of group counseling for each offender referred. Group counseling shall be delivered in 90-120 minute weekly group sessions consisting of no more than 15 participants per group. An orientation session that shall not exceed two hours is included in the maximum of 50 hours for each offender referred. Any group counseling in addition to the 50 hours must be pre-approved by the Department.

4. The Provider may provide a total of one hour of individual counseling to each offender as deemed appropriate. Any individual counseling in addition to the one hour must be pre-approved by the Department.

Requirements for Services

1. The Provider must be in full compliance with the current Illinois Protocol for Partner Abuse Intervention Programs and must be approved by the IDHS Domestic Violence Advisory Council pursuant to the Illinois Protocol for Partner Abuse Intervention Programs. Services shall be delivered in accordance with the guidelines established by Protocol and by Title 89 Illinois Administrative Code Part 501.
2. The Provider shall agree with the program philosophy that the probation officer/ caseworker is a member of the case management and intervention team. Minimally, information to be shared shall consist of the degree of offender denial, the intervention plan, the offender's progress or lack thereof, and details related to the participant's offense cycle and prevention plan.
3. The Provider shall participate in case staffing and consultations with the County's staff.
4. County staff may, with prior notice to the Provider, review and/or observe any aspect of service delivery.
5. The Provider shall appear in court upon order of the court.
6. The Provider shall provide the Services in Cook County.
7. Services shall be delivered in a manner that is responsive to the culture, ethnicity, and gender of the offenders referred.
8. The Provider shall submit documentation of training and qualifications of all facilitators to the County before they provide services to any offenders referred by the County. All facilitators must provide the County with a written statement attesting that they are personally violence-free and have never been under the supervision of a criminal justice agency. All PAIP direct service staff and supervisors must have completed the 40 hours of training consistent with the requirements of the Illinois Domestic Violence Act [750 ILCS 60] and an additional 20 hours of training in abuser services.
9. The Provider shall not solicit referrals. All referrals must be made by the County.
10. The Provider shall maintain all records for a minimum of three years.
11. The Provider shall agree that offenders are responsible for their behavior and that community safety takes precedence over any other conflicting interests.
12. The Provider shall have each offender, at the start of the program; sign a participation contract outlining program rules and expectations.

13. The Provider shall have each offender sign a release of information authorizing release of records to the County.
14. The Provider shall provide to the County, monthly written offender progress reports (format to be provided by the County) for each offender by the 15th of each month. Reports shall minimally include attendance records with attendance dates for all services, analysis of the offender's progress, status of homework assignments, behavior assessments, collateral contacts, referrals to other service providers, and any other pertinent information of which the Respondent becomes aware. The intent of the report is to ensure that probation officers/caseworkers have the necessary information to: effectively supervise cases; be a meaningful part of the intervention team; be able to identify problematic behavior and intercede appropriately; and be able to provide up-to-date and accurate information to the court immediately upon request.
15. The Provider shall notify the County via facsimile or telephone within one working day of incidents of non-compliance including but not limited to 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 County' designee. The report shall contain a detailed description of the non-compliance including all pertinent dates and times.
16. The Provider shall notify the County immediately and no later than 24 hours of an offender's increased risk of lethality, including threats to harm the victim, self, or others. This notification does not diminish the Provider's duty to warn the victim and to notify the appropriate police agency as necessary.
17. The Provider shall notify in writing, the County of an offender's successful completion of treatment within five working days of discharge.
18. The Provider shall notify the County of all rejections on the same working day that they occur. If an offender is placed on a waiting list, the Department must be notified on the same working day it occurs. It is expected that the Provider will accept the vast majority of referrals.
19. Providers shall send to the County a statistical report (format to be provided by the County) every three months. The report shall include the following for each referral made by the County: the client's name; the referring department (i.e., Social Service or Adult Probation); type of services provided; the date services_began; the date treatment ended; hours of services completed; and type of discharge.
20. The Provider shall provide additional documentation/updates as requested by the County.

PARTNER ABUSE INTERVENTION PROGRAM, RFQ 12-88-285Q

Additional Information Request: Please return this form to renee.milton@cookcountyil.gov by Tuesday, November 6, 2012. If the Main location also provides PAIP services, please list this address and the requested information on the chart.

Name of Contractor:

Center for Advancing Domestic Peace, Inc./Centro Para Avanzando la Paz Domestica

Main Location:

813 S. Western Ave.

Chicago, IL 60612

ADDITIONAL PAIP PROVIDER LOCATIONS	LANGUAGES SPOKEN
813 S. Western Ave., Chicago IL 60612	English (Spanish telephone intakes, group services available if there are sufficient referrals)
2042 E. 79 th St., Chicago, IL 60649	English
4521 S. Ashland Ave., Chicago, IL 60609*	Spanish**
*Parish Building – IHM/Holy Cross Parish	**Men's group, Monday 6-8:30 only

Key Personnel

6.2.4 Key Personnel: Center for Advancing Domestic Peace Professional Staff

The Center currently has twelve professional employees and five interns providing direct service or supervision. They are listed in alphabetical order.

Danielle Brown, (BSW) - 20 hour per week MSW Intern (Dominican University, Graduate School of Social Work), has completed both 40-hour and 20-hour training and assists with group co-facilitation and co-facilitate one group She also assists with intakes and assessments, as well as with co-facilitating Healthy Relationship groups as part of the Pathways to Responsible Fatherhood program at Haymarket Center.

Frances J. Brown, MS, CADC, Part-time (.80 FTE, Program Manager - South Shore Office currently co-facilitating three groups and assisting with assessments and supervision, has extensive experience as a substance abuse counselor and as a victim's service advocate who was shelter director for Family Rescue. Ms. Brown has 12 years experience working in partner abuse intervention, having previously worked for Lifelink in the Park Manor neighborhood. Ms. Brown is certified as an Alcohol and Other Drug Addictions Counselor.

Beatris Burgos, (.30 FTE) Program Manager for Bilingual Services, is the Shelter Director for Connections for Abused Women and their Children (CAWC, formerly Chicago Abused Women Coalition) Greenhouse Shelter. Ms. Burgos has been co-facilitating partner abuse intervention groups since 1999 and co-facilitates Spanish-language groups as well as assessing prospective participants and supervising other staff and volunteers in the Spanish language group. In addition to her work in domestic violence, Ms. Burgos also presents anti-racism trainings in a variety of settings. She is a Certified Domestic Violence Professional (ICDVP) and a former member of the Board of Directors of Illinois Certified Domestic Violence Professionals, Inc. (ICDVP, Inc.), which is the certification board for domestic violence professionals in Illinois.

Christine R. Call, PhD, LCSW, (.25 -.375 FTE), Co-Executive Director. Dr. Call is on the faculty of the Department of Social Work at the University of St. Francis in Joliet, IL and provides clinical and administrative supervision as well as fiscal oversight. Dr. Call has over 30 years experience in domestic violence work including experience as the Executive Director of two programs for women abused by intimate partners, one of which had a PAI program that was among Illinois' first. As Executive Director of Sarah's Inn in Oak Park, IL, she implemented an intervention group for men who batter. She is a Co-Founder (with Dr. Charlie Stoops) of the Center for Advancing Domestic Peace.

Michael Feinerman, CPAIP, Full-time, Co-Executive Director, is responsible for the day-to-day operation of the agency. He has fourteen years' experience in substance abuse counseling and has been co-facilitating partner abuse intervention groups since 1998. He is a member of the IDHS Domestic Violence Advisory Council, the City of Chicago's Domestic Violence Coordinated Community Response committee, and is also a past member of the Board of Directors of ICDVP, where he chaired and continues to serve in an ad-hoc capacity on the subcommittee that developed the credential (CPAIP) for partner abuse intervention professionals. Mr. Feinerman is a fill-in Group Co-Facilitator and Assessor and also co-facilitates sessions for CADP's Healthy Relationships curriculum with the 24/7 Dads program at Haymarket Center, along with Haymarket Center staff in the Pathways to Responsible Fatherhood program.

Maricela V. Gutierrez, BS, Office Manager, Full-time, In addition to assuring the smooth functioning of the office she has also been trained as a group co-facilitator and currently co-facilitates one group for women weekly and conducts assessments and intakes as needed. Ms. Gutierrez assists as a fill-in co-facilitator as needed in men's and women's groups. She is also responsible for scheduling assessments and intakes and coordinating communication with the Social Services Department and Adult Probation Department. Ms. Gutierrez has been co-facilitating groups since 2005. She has a Bachelor's degree in Computer Science and all the training required by the protocol for PAI Group co-facilitators.

Antonio J. Wheeler, Junior, (Full-time, .66 FTE Community Outreach Facilitator and .34 FTE Group Co-Facilitator). Mr. Wheeler holds a Bachelor of Science degree in Criminal Justice and began working for CADP in January of 2013. He is working to expand a network of well-meaning men who can speak out against violence against women and girls, and who can serve as mentors to participants who complete PAI programs. He is also building on a continuing support plan being implemented for participants who have successfully completed Partner Abuse Intervention groups. He coordinates volunteer activities and co-facilitates one group at the Western Avenue office and two at the 79th St. office. He has both the 20-Hour and 40 Hour trainings required for co-facilitators and has experience working with youth in schools in Chicago and Maywood. In addition to group co-facilitation, Mr. Wheeler co-facilitates Healthy Relationships sessions for CADP in the 24/7 Dads program at Haymarket Center, along with Haymarket Center staff in the Pathways to Responsible Fatherhood program.

Amber Hoeft, MSW, Assessor/Fill-in co-facilitator, (.25 FTE), has completed her 40 Hour domestic violence training and the 20-Hour PAIP training. Ms. Hoeft was a full-time Case Manager for participants at the Center's South Shore office in a pilot project that was funded from by the Chicago Community Trust in 2010 and 2011. She co-facilitates groups on a fill-in basis, conducts assessments and intakes at the Western Avenue office and will also assist in supervision for MSW student interns.

Robert Johnson, LCP, (.20 FTE), conducts assessments and intakes at both locations. Mr. Johnson has advanced degrees in computer science and has worked as a counselor and trainer with a men's mutual support group (the ManKind Project). He has co-facilitated partner abuse intervention groups at two other agencies in addition to his work at CADP. He has completed both the 20-Hour and 40 Hour trainings required for co-facilitators.

Rajya Karipineni (B.A.) – 8 hours per week intern (University of Chicago, School of Social Service Administration) will also be joining CADP for the academic year beginning in October 2012. She has completed the 40 Hour domestic violence training and the 20 hours PAI training. She assists with co-facilitation, assessments and intake and other agency activities.

Edretta Spencer, MS, CADC, (.75 FTE), Assessor and Group Co-Facilitator. Ms. Spencer has completed both the 40 hour and 20 hour training for facilitators and has at least ten years experience co-facilitating Partner Abuse Intervention and a variety of other groups. Ms. Spencer co-facilitates one group at the Western Avenue office and two groups at the South Shore office. She also conducts assessments and intakes as needed at both offices and co-facilitates sessions for CADP in the 24/7 Dads program at Haymarket Center, along with Haymarket Center staff in the Pathways to Responsible Fatherhood program. Ms. Spencer holds a BA and an MS in Criminal

Section 6.2.4 Key Personnel; contracts under RF #12-88-285

Justice and has worked in re-entry programs in women's prisons for the State of Illinois and is a Certified Alcohol and Other Addictions Counselor.

Vidal Torres, (.15 FTE), Group Co-facilitator, works with Ms. Burgos as a co-facilitator for Spanish language groups at our IHM/Holy Cross location in the Back-of-the-Yards neighborhood. Mr. Torres has been co-facilitating partner intervention groups since 2000. He has completed both the 20-Hour and 40 Hour trainings required for co-facilitators.

Suzanne Zoheri, (B.A.) 12 hour per week Intern (University of Chicago, School of Social Service Administration), is assisting with group co-facilitation in several PAI groups. She also assists with intakes, assessments and program development activities. She has completed the 40 hour and 20 hour training programs.

In addition to these professional staff, The Center has two volunteer who also assists with group co-facilitation.

Erica Gutierrez is on staff at Connections for Abused Women and their Children, and has completed the 40 hour and 20-hour training programs. She assists Ms. Burgos and Mr. Torres and training to co-facilitate Partner Abuse Intervention Groups with the group for Spanish-speaking men in the Back-of-the-Yards neighborhood.

Mary Calderon is on staff at Metropolitan Family Services as a Clerical Assistant and volunteers at the Center for Advancing Domestic Peace's 79th Street office, assisting Ms. Brown and Ms. Spencer and training to co-facilitate Partner Abuse Intervention Groups.

EXHIBIT 2
Schedule of Compensation

**EXHIBIT 2
COMPENSATION**

Maximum Compensation. The maximum compensation under this agreement may not exceed

\$510,000.00

Payment

All charges shall not exceed the amount of \$ 510,000.00 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 Selected Provider. The County, in its sole discretion, shall determine whether offenders fall below standards of income. If the County determines that an offender is indigent, the Provider 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's co-payments shall be paid directly to the Provider in the amounts indicated in the table entitled, "Offender Fee Scale" below. The County shall provide the selected provider with information for each offender indicating the amount to be paid by the offender and the amount to be billed to the County. It shall be the sole responsibility of the Provider 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. (See Fee Schedule below)

Center for Advancing Domestic Peace

FEE SCHEDULE		
Service	Maximum Number of Billable Hours	Cost
Domestic Violence Individual Assessment (to be done only when an assessment is not provided by the County)	1.5 hours	\$60.00 per hour
Intake (to be completed only when an assessment is provided by the County)	.75 hours	\$60.00 per hour
Domestic Violence Individual Sessions	1.0 hours	\$60.00 per hour
Domestic Violence Group Counseling Session (Including orientation session, which is not to exceed 2.0 hours)	50 total hours per offender	\$25.00 per hour

OFFENDER FEE SCALE				
Offender Income	Assessment	Intake	Individual Counseling	Group Counseling
\$0 TO \$5,000.00 \$0 Paid	\$0	\$0	\$0	\$0
\$5,001.00 to \$8,000.00	\$5.00/hr	\$5.00/hr	\$5.00/hr	\$2.00/hr
\$8,001.00 to \$11,000.00	\$10.00/hr	\$10.00/hr	\$10.00/hr	\$5.00/hr
\$11,001.00 to \$14,000.00	\$15.00/hr	\$15.00/hr	\$15.00/hr	\$8.00/hr
\$14,001.00 to \$17,000.00	\$20.00/hr	\$20.00/hr	\$20.00/hr	\$11.00/hr
\$17,001.00 to \$20,000.00	\$25.00/hr	\$25.00/hr	\$25.00/hr	\$14.00/hr
\$20,001.00 to \$23,000.00	\$30.00/hr	\$30.00/hr	\$30.00/hr	\$17.00/hr
\$23,001.00 to \$26,000.00	\$40.00/hr	\$40.00/hr	\$40.00/hr	\$20.00/hr
\$26,001.00 to \$30,000.00	\$50.00/hr	\$50.00/hr	\$50.00/hr	\$23.00/hr
\$30,000.01 +	\$60.00/hr	\$60.00/hr	\$60.00/hr	\$25.00/hr

Income of victims/complaining witnesses shall not be included.

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

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

Center for Advancing Domestic Peace

Reimbursement and Invoicing

Treatment slots will not be pre-purchased; payment will follow participants through a voucher system. The selected Provider 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, DHS funding, self-pay, and any other option shall be exhausted prior to requesting reimbursement.

Agencies shall submit an invoice, along with 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 internal case number as established by the County
- The Department's Probation Officer/Caseworker name (who made the referral)
- Type of session (e.g. assessment, orientation, group)
- Dates of service for each charge
- Documentation of efforts to seek other sources of funding

The selected Provider 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:

Maureen Noonan, 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



Billing Number: 6300996
 Policy Number: AM 1710540 03

COPY

COUNTRY Mutual Insurance Company
BUSINESSOWNERS POLICY DECLARATIONS

Policy Period From: 06-30-2012 To: 06-30-2013 12:01 A.M. Standard Time

Named Insured: CENTER FOR ADVANCING DOMESTIC

Effective Date: 06-30-12
 12:01 A.M., Standard Time

Agent Name: PADDOCK JOHN

Agent No.: 01708

DESCRIBED PREMISES: See Schedule of Locations

Coverage is applicable only if an "X" is shown in the boxes below and / or a limit of insurance is shown.

POLICY COVERAGES: Limits of Insurance

Loc. No.	Bldg. No.	Coverage	Blanket #, if applicable	Limits of Insurance
		Building		
		Actual Cash Value - Building Option		
		Automatic Increase - Building Limit	%	
001	001	Business Personal Property		\$ 50,000

MORTGAGE HOLDER NAME AND ADDRESS: See Schedule of Mortgagees

DEDUCTIBLES:

Property Ded: \$ 250	Optional Coverage Ded: \$ 500
Property Damage Liab Ded:	Earthquake: %

OPTIONAL COVERAGES: Limits of Insurance

	Employee Dishonesty	Per occurrence
	Outdoor Signs	Per occurrence
	Burglary and Robbery (Named Perils only)	Inside the Premises Outside the Premises
	Money and Securities	Inside the Premises Outside the Premises
	Coverage Extensions - Optional Higher Limits Accounts Receivable Valuable Papers and Records	
X	Additional Coverages - Optional Higher Limits Forgery and Alteration Business Income From Dependent Properties Business Income - Extended Number of Days for Ordinary Payroll Expenses Extended Business Income - Extended Number of Days	Extended No. of Days Extended No. of Days
X	Other (specify) - See Businessowners Optional Coverages Schedule	

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



Billing Number: 6300996
Policy Number: AW 1710540 03

**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY
INSURANCE POLICY INFORMATION PAGE**

COPY

INSURER:

COUNTRY Mutual Insurance Company
P.O. Box 2100
Bloomington Illinois 61702-2100

Renewal Of: AW 1710540 02
Effective Date: 06-30-2012
NCCI Company No: 16284

ITEM 1. NAMED INSURED AND MAILING ADDRESS:

CENTER FOR ADVANCING DOMESTIC
PEACE INC
813 S WESTERN AVE
CHICAGO IL 60612-4170

AGENT NAME AND ADDRESS:

PADDOCK JOHN
200 W HIGGINS RD, STE 202
SCHAUMBURG IL 60195

(847) 882-3500

PRODUCER NO.: 01708

NAMED INSURED BUSINESS: **PSYCHOTHERAPIST**

LEGAL ENTITY: **CORPORATION**

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

ITEM 2. POLICY PERIOD: From: 06-30-2012 To: 06-30-2013

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

ITEM 3. COVERAGE:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
IL

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$	100,000	each accident
Bodily Injury by Disease:	\$	500,000	policy limit
Bodily Injury by Disease:	\$	100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

AL AK AZ AR CA CO CT DE DC FL GA HI ID IN IA KS KY LA ME MD MA MI
MN MS MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD TN TX UT VT VA
WI

D. This Policy includes these Endorsements and Schedules:
See Schedule of Forms and Endorsements.

ITEM 4. PREMIUM: The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$ **451** Total Estimated Annual Premium: \$ **1,745**

Audit Period: **Annual**

Payment Plan: **Quarterly**

Countersigned by Douglas M. Boyer

TO REPORT A CLAIM ANY TIME OF DAY OR NIGHT, CALL 1-800-846-0100

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.

<u>Name and Address of Insured:</u>	<u>Blanket Coverage</u>
CENTER FOR ADVANCING DOMESTIC PEACE INC 813 S WESTERN AVE CHICAGO IL 60612	

Type of Work Covered: SOCIAL SERVICE AGENCY

Location of Operations:
 (IF different than address listed above)

Claim History:

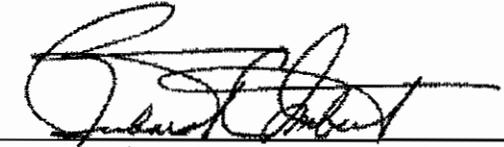
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	SSA-006905860	2/01/13	2/01/14	2,000,000 4,000,000

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 INSURED WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments:

This Certificate Issued to:

Name: CENTER FOR ADVANCING DOMESTIC
PEACE INC
Address: 813 S WESTERN AVE
 CHICAGO IL 60612
 APA 00049 00 (05/2012)



 Authorized Representative

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)

- 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: Tribune Products Company

Address: 5719 W. Howard Street, Niles, IL 60714

E-mail: tpc@tribuneproducts.com

Contact Person: Cindy Day Phone: 847-972-6110

Dollar Amount Participation: \$ 5,100.00

Percent Amount of Participation: Unknown %

*Letter of Intent attached? Yes X No _____
 *Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
 *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.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Tribune Products Company
Address: 5719 W. Howard St.
City/State: Niles, IL Zip 60714
Phone: 847-972-6110 Fax: 847-972-6117
Email: tpc@tribuneproducts.com

Certifying Agency: Cook Co. Office of Contract Compliance
Certification Expiration Date: 8/1/2014 (Annual recert pending)
FEIN #: _____
Contact Person: Cindy Day
Contract #: 12-88-285

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

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

\$5,500.00 Terms Net 30 days

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Cindy Day
Signature (M/WBE)
Cindy Day

Christine Call
Signature (Prime Bidder/Proposer)
Christine Call

Print Name
Tribune Products Company

Print Name
Center for Advancing Domestic Peace, Inc.

Firm Name
September 12, 2012

Firm Name
September 12, 2012

Date

Date

Subscribed and sworn before me

this 12th day of September, 2012

Subscribed and sworn before me

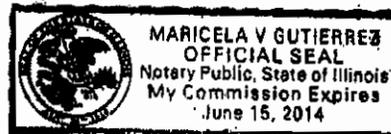
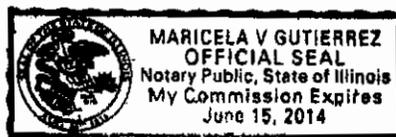
this 12th day of September, 2012

Notary Public: *Maricela V. Gutierrez*

Notary Public: *Maricela V. Gutierrez*

SEAL

SEAL



PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- TBD % of Reduction for MBE Participation
- TBD % of Reduction for WBE Participation (Note: Amount of contract not yet available)

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

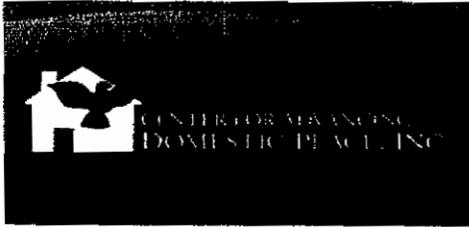
- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain) Please see attached letters re: Audit
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain) Please see attached Letter to Ms. Hall, dated September 12, 2012

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)
- Please see Letter of Intent re: Supplies, Tribune Products Company

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



Board of Directors

Janet Helwig Secretary

Alan Levin

Elvin McLaughlin Vice-Chair

**Robert Mohe
Chair**

**Nancy Rodriguez
Treasurer**

Frank Schulz

Lajuana Weathers



Program Staff

Louie Barrios Bookkeeper

Frances Brown Program Manager

Beatrice Burgos Program Manager

Dan Cairo, Intern

**Christine Call Co-Founder
And Co-Executive Director**

**Tiffany Drinkwater,
Group Co-facilitator**

**Michael Fainerman
Co-Executive Director**

**Maricela Gutierrez Office Manager
And Group Co-facilitator**

**Erica Gutierrez
Volunteer Group Co-Facilitator**

**Jim Harvey
Community Outreach Facilitator
and
Group Co-Facilitator**

Rob Johnson Group Co-facilitator

Amber Mandley Development

Jacqueline Snuttjer Fiscal Manager

Edwita Spencer Group Co-facilitator

Kimberly Rowe, Group Co-facilitator

Vidal Torres Group Co-facilitator



**Charlie Stoops
Co-Founder**

September 12, 2012

**Ms. LaVerne Hall
Director
Cook County Office of
Contract Compliance
118 North Clark Street, Suite 1020
Chicago IL 60602**

Dear Ms. Hall:

Please accept this letter as a narrative explaining our budgetary situation regarding our efforts to comply with the MBE/WBE requirements outlined in the contract. Center for Advancing Domestic Peace, Inc. (formerly West Side Domestic Abuse Project, Inc.) has a strong commitment to contracting with MBE/WBE firms, but the majority of CADP expenses go toward salaries, wages and fringe benefits, rent, and insurance.

We strive to obtain bids from minority- and women-owned business enterprises for all contracted services as those services are needed and available and as funds are available to contract with services. However, budget constraints have prohibited us from entering into any new or substantial contracts during the fiscal year just passed. As a service-based non-profit business, salaries, wages and fringe benefits are our single largest expense (\$272,417), representing 68% of our \$354,773 total FY12 expenses. Eighty-seven percent of our staff members are minority and/or women (if gay men are included as a minority, the percentage is 94%). The remaining budget is largely committed to paying rent, utilities, insurance and program expenses.

Referrals from the court have remained steady or declined slightly this year, but when our audit for our most recent fiscal year is complete, CADP figures for FY 2012 will show revenue to be down somewhat although expenses will be approximately the same, despite efforts to reduce spending due to delays in payments from the State of Illinois. The decline in revenue is due largely to the impact of the economy on both foundation funding and on program participants who are not covered under contracts. In the fiscal year that ended June 30, 2012, 66% of our participants were unemployed, and most are indigent. Our office manager has had to reduce fee agreements for many of our unemployed participants and even some marginally employed participants in order to maintain our commitment to not deny services because of inability to pay. The Center's management team continues to pursue new foundation, corporate and individual funding, but the economic climate is improving very slowly and many organizations and individuals, still recovering from the steep downturn, have been slow to return to former levels of support for non-profits.

Among the largest of our other expenses is the cost of office supplies. Our supplier for office supplies is Tribune Products Company (Cindy Day, President and CEO), which is MBE(8)/WBE certified as evidenced by the attached letter. We have executed a Letter of Intent (attached) to use this firm as our principal supplier of office supplies. We committed last year to a contract amount of \$5,100.00; our actual purchases from Tribune products in the twelve month period of ending August 30, 2012 have totaled approximately that amount. As a result we are committing, as indicated in the attached Letter of Intent, to maintain our commitment of \$5,100.00 for the next contract year. There is some likelihood that actual expenses may be higher, as replacements of some office equipment (delayed in order to reduce expenses) may become necessary during FY 2013

We have had the good fortune of having our annual audit provided by a Certified Public Accountant who completed this service for us for several years without charge. Last year, due to a possibility that pro-bono audit service would not be available to us for our FY 2011 audit, we sought bids from several MBE/WBE providers. The highest of the bids was \$8,000 (that firm, Prado & Renteria, actually declined to submit a bid due to the size of our organization and the fact that their bid would have to be higher than the range we could afford) and the lowest \$3,500 (De Raimo Motto and Associates). Copies of these firms' communication with us are attached. As a courtesy, we offered the CPA who has been donating his services the opportunity to bid, and after reviewing our finances briefly he agreed more to perform the audit for \$2,500, one thousand dollars below the lowest MBE/CBE bid. For our FY12 audit, the same firm has offered to further reduce their fee due to the decrease in revenue that CADP experienced in that fiscal year.

Although cleaning services are provided at our main office by a minority woman who is an independent contractor (Ana Morelos), she is a small businesswoman who has so far not had the time or resources necessary to complete the applications to obtain certification as an MBE/WBE. Payment for her services during the last fiscal year totaled \$4,980.00. When an employee of the shop that is next door proposed cleaning our 79th St. location recently CADP entered an agreement with her that will provide her approximately \$2,196 per year. This individual (Sheila Robinson) is also a small businesswoman who has so far not had the time or resources necessary to complete the applications to obtain certification as an MBE/WBE. The 79th Street Location is leased from an African-American landlord, Mr. John Morgan, who is a small businessman who has not elected to obtain MBE/WBE certification. Payments for rent on that office during the FY12 contract year totaled \$8,100.00

The contract amount authorized for partner abuse intervention services for offenders referred to The Center for Advancing Domestic Peace by the Circuit Court of Cook County's Social Services department for Cook County's FY 12 (Dec. 1, 2011 through Nov. 30, 2012) was a total of \$90,000. This contract is a fee-for-service contract that does not pay until the service has been rendered, and based on our billing to date we expect to bill approximately \$60,000. The Cook County FY12 contract with the Adult Probation Department for a similar amount was reduced by the department to \$75,000, and based on billing to date we expect total billing for the same period to also be approximately \$60,000. The amount (\$5,100) in the Letter of Intent and the payments to our cleaning personnel and landlord as listed above would total \$20,376, and represent approximately 17% of the amount of the contract estimated payments for the current fiscal year.

Although the majority of CADP expenses go toward salaries and wages, rent and insurance, we remain committed to obtaining competitive MBE/WBE contracts as opportunities arise.

Please contact either of us at 312-265-0206 if you need additional information. You can also contact Christine on her cell phone at 847-226-9356.

We look forward to continuing to provide culturally-competent and effective partner abuse intervention services for both the Circuit Court of Cook County Social Services Department and the Adult Probation Department.

Sincerely,



Christine Call, PhD., LCSW
Co-Executive Directors



Michael Feinerman, CPAIP

THE BOARD OF COMMISSIONERS

TONI FRECKWINKLE
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17th Dist. ELIZABETH ANN BOODY GARDNER 17th Dist.



July 26, 2011

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

Ms. Cindy Day
President
Tribune Products Company
5719 West Howard Street
Niles, IL 60714

Annual Certification Expires: August 1, 2012

Dear Ms. Day:

We are pleased to inform you that Tribune Products Company has been re-certified as an MBE (8) WBE by Cook County Government. This MBE (8) WBE certification is valid until August 1, 2012; however your firm must be revalidated annually. Your firm's next annual validation is required by August 1, 2012.

As a condition of continued certification during this three (3) year period, you must file a "No Change Affidavit" within sixty (60) 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 of your firm or any other matters or facts affecting your firm's eligibility for certification.

Cook County Government may commence action to remove your firm as an MBE (8) 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 will be listed on the Internet in the next edition of the Cook County Directory of Minority and Women Business Enterprises. Your area of specialty will be listed as:

COMMODITIES: SUPPLIER OF OFFICE FURNITURE AND SUPPLIES; MARKETING PRODUCTS, ADVERTISING SPECIALTIES AND PROMOTIONAL ITEMS

Your participation on County contracts will be credited toward MBE (8) or WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credited toward MBE (8) or 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
Director

LH/ehw



Michael Feinerman <mikefeinerm@gmail.com>

Fwd: Center for Domestic Peace information

1 message

Christine Call <crall1@gmail.com>

Fri, Jun 10, 2011 at 8:42 PM

To: Michael Feinerman <mikefeinerm@gmail.com>

FYI

—— Forwarded message ——

From: **Maria Prado** <mprado@pr-cpas.com>

Date: Fri, Jun 10, 2011 at 5:03 PM

Subject: RE: Center for Domestic Peace information

To: Christine Call <crall1@gmail.com>

Christine,

Thank you for your consideration of Prado & Renteria as a potential auditor for the financial statements of the Center for Domestic Peace. On behalf of Prado & Renteria CPAs, I would like to inform you that we will be unable to present you with a competitive proposal in response to your request. We are committed to provide all clients with quality services under the audit and accounting standards. We also possess the experience and capacity to service your organization with great dedication. However, we believe that our current pricing structure (based on the audit procedures we are required to apply in all audit engagements) would place us out of the competitive range for a client of your size.

I thank you again for your consideration and we wish you the best in the accomplishment of your organizational mission.

Thank you,

Maria de J. Prado, CPA**PRADO & RENTERIA***Bringing simplicity to complexity*

DE RAIMO MOTTO & ASSOCIATES
Certified Public Accountants & Business Consultants

20855 S. La Grange Road • Suite 102 • Frankfort, IL 60423-2038 • Telephone (815) 469-7500 • Facsimile: (815) 469-8970

JOHN J. DE RAIMO
TIFFANY MOTTO

June 1, 2011

Center for Domestic Peace, Inc.
813 S Western Ave
Chicago, IL 60612

We are pleased to confirm our understanding of the services we are to provide for Center for Domestic Peace, Inc. for the year ended June 30, 2011.

We will audit the statement of financial position of the Center for Domestic Peace, Inc. as of June 30, 2011, and the related statements of activities, functional expenses, and cash flows for the year then ended. We will also prepare the state and federal tax returns for the year then ended.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, if any, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless

clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the Organization and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

You are responsible for making all management decisions and performing all management functions: for designating an individual with suitable skill, knowledge, or experience to oversee the tax services and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of financial position, changes in net assets, and cash flows in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring the Organization complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on approximately August 20, 2011 and to complete your information returns and issue our report no later than September 30, 2011.

Our fee for these services has been set at \$3,550, payable on completion of the project.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Tiffany Motto
Certified Public Accountant
De Raimo Motto & Associates

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 86-1459 (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 State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

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): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) 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:

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.

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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Center for Advancing Domestic Peace, Inc. D/B/A: Center for Domestic Peace, Inc EIN NO.: 33-1075347

Street Address: 813 S. Western Ave.

City: Chicago State: IL Zip Code: 60612

Phone No.: 312-265-0206

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) tax-exempt not-for-profit

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
N/A		

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 [] 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):

- 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.

Christine Call

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

[Handwritten Signature]

Signature

crcall1@gmail.com

E-mail address

Co-Executive Director

Title

September 17, 2012

Date

312-265-0206

Phone Number

Subscribed to and sworn before me this 17th day of Sept., 2012

[Handwritten Signature]
Notary Public Signature





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/taxonomy/ethics/Listings/cc_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 | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ 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.

SIGNATURE BY A CORPORATION
(SECTION 6)

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: Center for Advancing Domestic Peace, Inc.

BUSINESS ADDRESS: 813 S. Western Avenue
Chicago, IL 60612

BUSINESS TELEPHONE: 312-265-0206 FAX NUMBER: 312-455-0573

CONTACT PERSON: Christine Call and Mike Feinerman

FEIN: 33-1075347 *IL CORPORATE FILE NUMBER: N6320-809-4

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Michael Feinerman VICE PRESIDENT: Elvin McLaughlin

SECRETARY: Janet Helwig TREASURER: Nancy Rodriguez

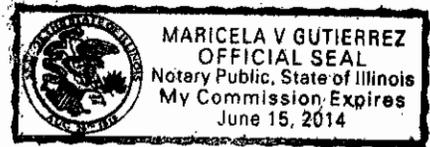
**SIGNATURE OF PRESIDENT: *Michael Feinerman*

ATTEST: *Janet Helwig* (CORPORATE SECRETARY)

Subscribed and sworn to before me this
28th day of March, 2013.

x *Maricela V Gutierrez*
Notary Public Signature

My commission expires:



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.



The Center for Advancing Domestic Peace is a nonprofit, 501(c)(3), community-based organization located in Chicago's Near West Side. Incorporated in the State of Illinois in 2003, the non-profit Corporation is governed by a Board of Directors and a Management Team comprising the Co-Executive Directors and two Program Managers. CADP's mission is to provide end the destructive cycles of emotional, sexual, and physical domestic abuse through comprehensive, culturally responsive direct service, community education, and research.

CADP's Board of Directors is the body responsible for setting policy, ensuring the stability and sound financial management of the Organization and that programs and services reflect the Mission and Vision. The Board hires the Co-Executive Directors and oversees the work of the Co-Executive Directors who are responsible for operations, budgets, fundraising, public relations, human resources, Board Relations and support, and the overall management of the Organization. The Co-Executive Directors function as President or CEO of the corporation.

Officers:

Co-Executive Directors: Christine Call, PhD, LCSW, and Michael Feinerman, CPAIP
Other Members of the Management Team: Frances Brown, MS, CADC (South Shore Program Manager)
and Beatris Burgos (Program Manager for Spanish-Language Services)

CADP Board of Directors as of March 25, 2013

(Board members whose terms expire continue to serve until they resign or are replaced, as term expirations may not coincide exactly with dates of board meetings.)

Board Chair

Robert W. Mohs

Managing Director, Private Client Group
Sterne Agee
233 South Wacker Drive, Suite 5450
Chicago, Illinois 60606

Elizabeth Hazzard, MSW

Metropolitan Family Services
4356 N. Winchester
Chicago, IL 60625
Elected October 22, 2012, term expires October 2014

Janet Helwig *Secretary*

Dominican University
7900 W. Division St.
River Forest, IL 60305
Elected September, 2011, term expires September 2013

Elvin McLaughlin *Vice Chair*

25318 W. Glen Oaks Ln.
Shorewood, IL 60404
Re-elected October, 2011, term expires October, 2013

Alan Levin

Evanston Therapy Group, CareForLawyers.com
1242 Hazel Ave.
Deerfield, IL 60015
Re - elected October, 2011
Term expires October, 2013

Nancy Rodriguez, *Treasurer*

P.O. Box 47534
Chicago, IL 60647
Re-elected October, 2011, term expires October, 2013

Frank Schulz

6358 N. Newark
Chicago, IL 60631
Elected June 2011, term expires June 2013

Lajuana Weathers (on leave as of March, 2012)

18585 Meadow Lane, Unit 7
Hazelcrest, IL 60429
Elected September, 2011, term expires September 2013

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 24 DAY OF May, 2013.

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

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

13-88-081 D

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 510,000.00 D.U.R.
(DOLLARS AND CENTS)

FUND CHARGEABLE: 5411827.520385

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 08 2013

APPROVED AS TO FORM:

COM _____

NOT REQUIRED

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