**PROFESSIONAL SERVICES AGREEMENT**

DOMESTIC VIOLENCE
2013 PARTNER ABUSE INTERVENTION PROGRAM

BETWEEN

COOK COUNTY GOVERNMENT

OFFICE OF THE CHIEF JUDGE
SOCIAL SERVICES AND ADULT PROBATION DEPARTMENTS

AND

**La Familia Unida**

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Requisition No.(s): **109061,109081**
Contract No.: **13-88-12704**

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2013

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**PROFESSIONAL SERVICES AGREEMENT**

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Exhibit 4 Economic Disclosure Statement /Signature Pages

## 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 **La Familia Unida**, 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 Domestic Violence Partner Abuse Intervention Program. Submissions 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

## 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: La Familia Unida
3047 W. Cermak Road, 3rd Floor
Chicago, IL 60623
Attention:Wanda DeCwikiel-Avila

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

PARTNER ABUSE INTERVENION 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.

**Current State**

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 is seeking outside service agencies to provide partner abuse intervention services for these offender. 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.

**Scope of 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 services ended; hours of services completed; and type of discharge.

20. The Provider shall provide additional documentation/updates as requested by the County.

Key Personnel

**La Familia Unida**

**3047 W. Cermak Rd., 3rd Floor, Chicago, Il 60623**
**Phone (773)522-7798 fax (773)522-3599**

**6.2.3 Staffing and Personnel**

La Familia Unida's Domestic Violence Batterer's Group Intervention Program currently employs three Domestic Violence Facilitators (**See Attachment #5 for Resumes and Certificates**):

**Domestic Violence Facilitator and Program Supervisor - Jose Luis Avila-**
Education Credentials: Bachelor's Degree in Philosophy, Seminary of Mexico (1985), Masters in Arts, Adler school of Professional Psychology (1997), Certified Marriage and Family Therapist, Adler Professional Psychology (1997), Licensed Marriage and Family Therapist, Illinois Department of Professional Regulation (February 2007), Clinical Member of The American Association of Marriage and Family Therapists (2007).

Jose Luis Avila received the 20 Hours of training as a Domestic Violence Abusers Intervention Facilitator by IDHS in Springfield, Illinois in April of 1999 and fulfilled his 40 hours training in Domestic Violence at the Adler School of Professional Psychology with the YWCA in August of 1999. Since then, he has attended several Domestic Violence conferences, symposiums, workshops and trainings in the area of Domestic Violence. He has served on the Cook County Sub-Committee for Partner's Abuse Intervention Services and currently serves and actively participates on the State of Illinois Partners Abuse Services Sub-Committee. Jose Luis Avila has been providing counseling services with La Familia Unida since its inception in 1996. Before working full-time for La Familia Unida in 2000, he gained six years of counseling experience while working in a hospital, child welfare and community settings (details available in his written Resume provided in Attachment #4). He began facilitating Domestic Violence Groups for Batterers in February of 1999 with Lifelink Corporation. He co-created a curriculum for Domestic Violence Groups for Batterers in July of 1999 The Curriculum is based on the understanding of the Westside and Duluth Models and utilizing a multi-cultural and bi-lingual model that could be adapted for clients who are primarily Spanish speaking and/or foreign born. He has been facilitating Domestic Violence Groups for Batterer's with La Familia Unida since February of 2000 and is the supervisor of the Domestic Violence Program providing updates to the curriculum; providing continuous education to facilitators; leading weekly facilitator meetings; supervising groups; overseeing files and reports; and maintaining consistent contact with Caseworkers and Adult Probation Officers regarding client update and program related issues. He has also been a co-presenter in 2011 and 2012 for workshops geared towards PAIP Facilitators at a statewide conference in Illinois.

**Domestic Violence Facilitator and Executive Director - Wanda DeCwikiel-Avila-**
Education Credentials: Bachelor's Degree in Social Work, University of Illinois at Chicago (May 1994). Wanda DeCwikiel-Avila received the 40 hours training in Domestic Violence at the Alder School of Professional Psychology with the YWCA in August of 1999, fulfilled the 20 hours of Domestic Violence Facilitator Training in November of 2002 with IDHS in Springfield, Illinois. She is also currently in Graduate School in the Counseling track of Northeastern Illinois University since 2007.

Wanda has attended several meetings, conferences, trainings and symposiums in the area of Domestic Violence since 1995 and updated her 20 hours facilitators training in June of 2005. She has served on the Cook County Partners Abuse Intervention Services Sub-Committee since September of 2002. She began co-

**3047 W. Cermak Rd., 3rd Floor, Chicago, Il 60623**
**Phone (773)522-7798 fax (773)522-3599**

facilitating groups in September of 1999 with Lifelink Corporation. In July of 1999 she co-created, with Jose Luis Avila, a curriculum for Domestic Violence Groups for Batterers, based on the understanding of the Westside and Duluth Models. She began facilitating groups with La Familia Unida since February of 2000. She began facilitating groups for Women who use Violence in 2002. Since 2005 she also has served on the consulting committee for the Safe Havens Project, monitored by the City of Chicago Office on Domestic Violence, involving three Chicago agencies providing supervised visitation and safe exchanges of children where there has been separation of the family due to Domestic Violence. She also serves on two local community agency networking committees addressing services for children and their families, mental health, domestic abuse and community violence, among other issues. Being the Executive Director of the Agency, she also provides administrative direction for the Domestic Violence Program (reviewing and updating forms, contract, fees, with assistance of supervisor and team), oversees quality assurance, maintains valuable connections with other agencies for services referrals and/or sub-contracts or contracts, most importantly, maintains contact with victims services, evaluates the program progress and effectiveness on a monthly basis. She has also been a co-presenter in 2011 and 2012 for workshops geared towards PAIP Facilitators at a statewide conference in Illinois.

EXHIBIT 2

Schedule of Compensation

La Familia Unida

**EXHIBIT 2**
**COMPENSATION**

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

$245,000

Payment

All charges shall not exceed the amount of $245,000 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)

La Familia Unida

| 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.

La Familia Unida

**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

Print Date: 5/11/2013

CNA

HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

# Certificate of Insurance

OCCURENCE POLICY FORM

HPSO Healthcare Providers Service Organization

| Producer | Branch | Prefix | Policy Number | Policy Period |
|---|---|---|---|---|
| 018098 | 970 | HPG | 0312484193 | from 05/02/13 to 05/02/14 at 12:01 AM Standard Time |

**Named Insured and Address:**
La Familia Unida
3047 W Cermak Rd
Chicago, IL 60623-3421

**Program Administered by:**
Healthcare Providers Service Organization
159 E. County Line Road
Hatboro, PA 19040-1218
1-888-288-3534
www.hpso.com

**Medical Specialty:** Licensed Professional Counselor Firm

**Code:** 80723

**Insurance is provided by:**
American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

**Professional Liability** $1,000,000 each claim $ 5,000,000 aggregate

Your professional liability limits shown above include the following:
* Good Samaritan Liability * Malplacement Liability * Personal Injury Liability
* Sexual Misconduct Included in the PL limit shown above subject to $ 25,000 aggregate sublimit

**Coverage Extensions**

| | | | | |
|---|---|---|---|---|
| License Protection | $ 25,000 | per proceeding | $ 25,000 | aggregate |
| Defendant Expense Benefit | $ 1,000 | per day limit | $ 25,000 | aggregate |
| Deposition Representation | $ 10,000 | per deposition | $ 10,000 | aggregate |
| Assault<br>Includes Workplace Violence Counseling | $ 25,000 | per incident | $ 25,000 | aggregate |
| Medical Payments | $ 25,000 | per person | $ 100,000 | aggregate |
| First Aid | $ 10,000 | per incident | $ 10,000 | aggregate |
| Damage to Property of Others | $ 10,000 | per incident | $ 10,000 | aggregate |
| Information Privacy (HIPAA) Fines and Penalties | $ 25,000 | per incident | $ 25,000 | aggregate |

**General Liability**

| | |
|---|---|
| General Liability | $1,000,000 each claim / $5,000,000 aggregate |
| Fire & Water Legal Liability | Included in the GL limit shown above subject to $250,000 aggregate sublimit |

**Total:** $ 1,071.00

Base Premium $1,071.00

**Policy Forms & Endorsements**(Please see attached list for a general description of many common policy forms and endorsements.)

| | | | | | |
|---|---|---|---|---|---|
| G-121500-D | G-121501-C | G-145184-A | G-147292-A | GSL15563 | GSL15564 |
| GSL15565 | GSL17101 | GSL13424 | GSL13425 | G-123829-D12 | G-123846-C12 |
| GSL3886 | GSL3908 | G-121504-C | | GSL19904 | |

Thomas F. Motamed

Chairman of the Board

Secretary

*Keep this document in a safe place.It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full.In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.*

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

## POLICY FORMS & ENDORSEMENTS

The list below contains general descriptions of the policy forms and endorsements that may or may not apply to your professional liability insurance policy. **Please refer to your Certificate of Insurance for the policy forms & endorsements specific to your state and your policy period.** Coverages, rates and limits may differ or may not be available in all states. All products and services are subject to change without notice.

**Think Green** –expanded definitions and copies of these policy forms and endorsements are available online at www.hpso.com/policyforms

**COMMON POLICY FORMS & ENDORSEMENTS**

| FORM # | DESCRIPTION |
|---|---|
| G-121500-D | Common Policy Conditions |
| G-121501-C | Occurrence Policy Form |
| G-145184-A | Policyholder Notice - OFAC Compliance Notice |
| G-147292-A | Policyholder Notice - Silica, Mold & Asbestos Disclosure |
| GSL15563 | Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs |
| GSL15564 | Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion |
| GSL15565 | Healthcare Providers Professional Liability Assault Coverage |
| GSL17101 | Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies |
| GSL13424 | Services to Animals |
| GSL13425 | Business Owner Coverage Extension Endorsement |
| G-123829-D12 | Illinois State Provision |
| G-123846-C12 | Illinois Cancellation and Non-Renewal |
| GSL3886 | Coverage & Cap on Losses from Certified Acts Terrorism |
| GSL3908 | Notice - Offer of Terrorism Coverage & Disclosure of Premium |
| G-121504-C | General Liability Form |
| GSL19904 | Exclusion of Cosmetic Procedures |

**PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.**

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGP Tax is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

LAFAM-1 OP ID: KH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2013

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

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

PRODUCER
Healthcare Program
Commercial Services
PO Box 19220A
Newark, NJ 07195-0220

Phone: 866-283-7128
Fax: 800-567-4028

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Hartford Ins. Co. | |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
La Familia Unida
Wanda De Cwikiel-Avila
3047 West Cermak Road
Chicago, IL 60623

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE / OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N: Y | N / A | 39WECBR8430 | 06/01/2013 | 06/01/2014 | WC STATUTORY LIMITS / OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

CERTIFICATE HOLDER

Cook County
118 N Clark St R.1018
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Anne Cassidy

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EXHIBIT 4

Economic Disclosure Statement and Signature Pages

## MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/RESPONDENT 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/RESPONDENT MBE/WBE STATUS:** (check the appropriate line)

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

_____ Bidder/Respondent 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)

Requesting Full waiver

X Bidder/Respondent 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/Respondent shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Submittal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.**

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

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

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: $_____

Percent Amount of Participation: _____ %

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

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/Submittal <u>must</u> 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)

N/A

M/WBE Firm: _____ Certifying Agency: _____

Address: _____ Certification Expiration Date: _____

City/State: _____ Zip_____ FEIN #: _____

Phone: _____ Fax: _____ Contact Person: _____

Email: _____ Contract #: _____

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:

N/A

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

*(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/Respondent's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signaturas to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

| | |
|---|---|
| Signature (*M/WBE*) | Signature (*Prime Bidder/Respondent*) |
| Print Name | Print Name |
| Firm Name | Firm Name |
| Date | Date |
| Subscribed and sworn before me | Subscribed and sworn before me |
| this ____ day of_____, 20_____. | this ____ day of_____, 20_____. |
| Notary Public _____ | Notary Public _____ |
| SEAL | SEAL |

## PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

**A. BIDDER/RESPONDENT HEREBY REQUESTS:**

[X] **FULL MBE WAIVER** [X] **FULL WBE WAIVER**

[ ] **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

____ % of Reduction for MBE Participation
____ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Respondent 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/Submittal/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.

[X] (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
**(Please explain)** See attached letter

[ ] (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)**

[ ] (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

[X] (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 Submittal 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 e 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)**

**D. OTHER RELEVANT INFORMATION**

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

# La Familia Unida

**3047 W. Cermak, Rd. Chicago, IL 60623 Phone(773)522-7798**
**Mailing Address: 2226 S. Whipple St., Chicago, IL 60623 Fax(773)522-3599**

Date: February 22, 2013

Attn: Betty Hancock Perry
Contract Compliance- County of Cook/Office of the Purchasing Agent
118 N. Clark St.
Chicago, Il 60602

Ms. Hancock Perry,

This letter is to clarify answers to Exhibit I- Contractor's MBE/WBE Efforts Documentation in the Contract for Services to provide Male's Batterer's Group Intervention Services for the Cook County Adult Probation Department and the Cook County Social Service Department.

La Familia Unida is an organization which will be providing Partner's Abuse Intervention Services for participants who are ordered by the Cook County Circuit Court. La Familia Unida provides services in English and Spanish to a primarily minority population (African-American, Mexican-American, other Latinos and Immigrant Population). La Familia Unida currently employs three full-time staff and one part-time employee. Direct services are only completed by employees, professional volunteers and college level students in training. The employees, volunteers, interns and students and are all of Latin American descent, and the majority are women. The only services paid out are for supplies, rent, maintenance and accounting (see list below), which is a partial amount of the proposal and does not solely depend on the proposal.

It is projected that the funds in this Proposal will be distributed as follows:

a.55% Direct Client Services (partially pays payroll)
b.10% Administrative Costs and Accounting (taxes, other budget issues)
c.15% Support Services (reports, clerical, etc) and Billing
d.10% Rent and Maintenance (there is space specifically rented for this service)
e.7% Supplies (paper, copy machine, fax, etc)
f.3% Misc. (Water cooler, phone/fax line)

a. As mentioned above, payroll is partially paid through this contract and other resources, such as self-paid clients and sub-contracts with private agencies which pay for DCFS mandated clients.
b. The administrative costs include, but are not limited to Illinois and Federal taxes, Employment Security and Accounting Services. The Accounting Services are minimum $2500 per year, provided by RAMA Income Tax Services which is owned by persons of Latino origin but not registered as an MBE/WBE.
c. Support services are provided by the administrative assistants employed by La Familia Unida and the student volunteers who are all of Latino Origin.

d. The space utilized by this agency is rented from Our Lady of Tepeyac Catholic Church and the Archdiocese of Chicago, both non-profit entities.
e. Office supplies, and office equipment are purchased from Sam's Club and Quill stores, both corporations. This agency will be utilizing printing service to reproduce brochures and flyers for the Domestic Violence program that will estimate $1000 from Dotpress,LLC, a company owned by Latino business owners.
f. Miscellaneous items: The water cooler service is purchased from Ice Mountain Co. and the phone service is provided by AT&T.

Although La Familia Unida is not a certified MBE/WBE, La Familia Unida will keep documentation of services paid to certified Minority Business Enterprises and Women-owned Business Enterprises, when applicable, and ensure that the contract is properly abided.
If there are any questions about the above information, please contact me at (773)522-7798, FAX (773)522-3599.

Respectfully,

BSW, DVC

Wanda De Cwikiel-Avila, BSW, DVC
Executive Director, La Familia Unida

## 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.

## REQUIRED DISCLOSURES (SECTION 5)

### 1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name N/A Address

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

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

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

Yes: X No: _____

b) If yes, list business addresses within Cook County: 3047 W. Cermak Rd., 3rd Flr
Chicago, IL 60623

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

Yes: X No: _____

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

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

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

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

**PERMANENT INDEX NUMBER(S):** No property owned

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

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

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

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

No exceptions to certifications or disclosures.

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

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

**Identifying Information:**

Name: La Familia Unida D/B/A: _____ EIN NO.: 36-4174680

Street Address: 3047 W. Cermak Rd., Chicago, IL 60623

City: Chicago State: IL Zip Code: 60623

Phone No.: (773) 622-7798

**Form of Legal Entity:**

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

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

[ ] Other (describe) _____

**Ownership Interest Declaration:**

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

| Name | Address | Percentage Interest in Applicant/Holder |
|---|---|---|
| N/A- Run as a non-profit | | |
| | | |
| | | |

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 - Run as a non-profit. | | |
| | | |
| | | |

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

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

| Name | Address | Percentage of Beneficial Interest | Relationship |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

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

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

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

Wanda DeCwikiel-Avila, Executive Director
Name of Authorized Applicant/Holder Representative (please print or type)

Executive Director
Title

Signature

02/22/2013
Date

lafamiliaunida3047@sbglobal.net
E-mail address

(773) 522-7798
Phone Number

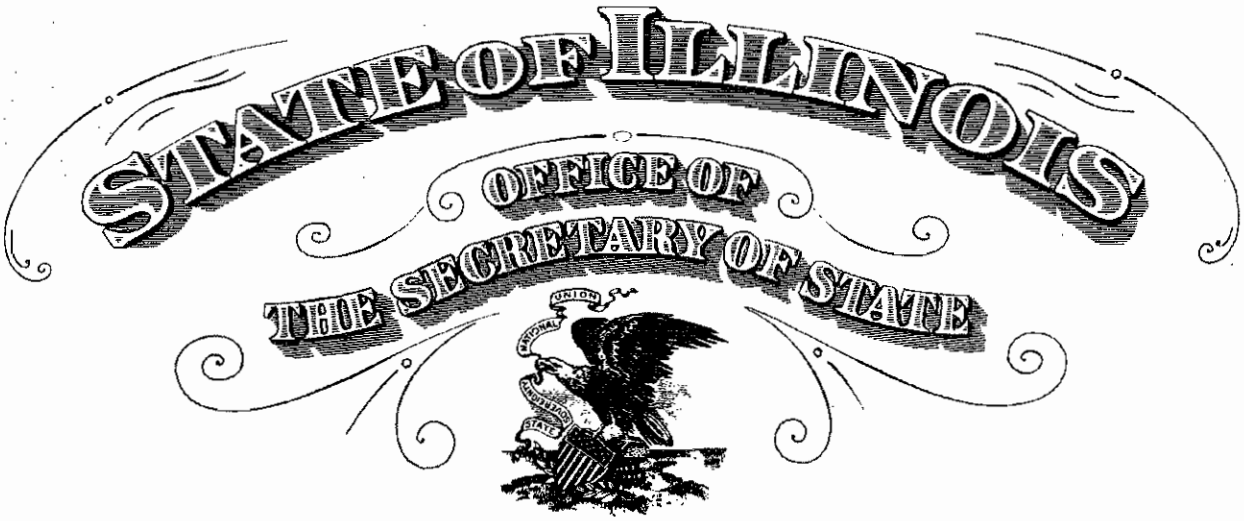
Subscribed to and sworn before me this 22 day of FEB. 2013

X
Notary Public Signature

My commission expires 2/28/2015

OFFICIAL SEAL
MARSELINA GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-28-2015

*File Number* 5925-102-3




## *To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

LA FAMILIA UNIDA, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 04, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

Authentication #: 1315501396

Authenticate at: http://www.cyberdriveillinois.com

***In Testimony Whereof,*** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 4TH *day of* JUNE *A.D.* 2013 .

Jesse White

SECRETARY OF STATE

**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/ec_ethics_VendorList_.pdf**

**DEFINITIONS:**

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

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

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

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

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

## SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Wanda DeCwikiel-Avila Title: Executive Director

Business Entity Name: La Familia Unida Phone: (773) 522-7798

Business Entity Address: 3047 W. Cermak Rd, Chicago, IL 60623, 3rd Flr

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

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

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

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

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

Owner/Employee's Signature — Date: 02/22/2013

Subscribe and sworn before me this 22 Day of February, 20 13

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC SEAL

OFFICIAL SEAL
MARCELINA GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-28-2015

My Commission expires 2/28/2015

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

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

**SIGNATURE BY A CORPORATION**
**(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: La Familia Unida

BUSINESS ADDRESS: 3047 W. Cermak Rd., 3rd Flr

Chicago, IL 60623- lafamiliaunida3047@sbcglobal.net

BUSINESS TELEPHONE: (773) 522-7798 FAX NUMBER: (773) 522-3599

CONTACT PERSON: Wanda DeCwikiel-Avila

FEIN: 36-4174680 *IL CORPORATE FILE NUMBER: 5925-102-3

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Wanda DeCwikiel-Avila VICE PRESIDENT: Jose Luis Avila

SECRETARY: Jim Debelina TREASURER: Irene Camacho

****SIGNATURE OF PRESIDENT:** _____

**ATTEST:** _____ **(CORPORATE SECRETARY)**

Subscribed and sworn to before me this

5 day of JUNE, 2013

OFFICIAL SEAL
MARSELINA GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2-28-2015

My commission expires

X _____ Notary Public Signature

2/28/2015 Notary Seal

* **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

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

**COOK COUNTY SIGNATURE PAGE**
**(SECTION 10)**

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

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF June ,20 13.

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

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

13-88-12704

**OR**

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

TOTAL AMOUNT OF CONTRACT:$ 245,000.00
(DOLLARS AND CENTS)

FUND(s) CHARGEABLE: 5411827.520835

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUN 19 2013

COM.

APPROVED AS TO FORM:

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