



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
798845

DATE
5/12/2008
F.O.B. POINT

PURCHASE ORDER NO.
162189 - 000- OP
REQUISITION NO.
00076040 OC

Respiratory Health Association of
Metropolitan Chicago
1440 W Washington Blvd
Chicago IL 60607-1878

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO John H Stroger Jr Hosp Rec Dock 1
John H Stroger Jr Hosp- Rec Dock 1
1901 W Harrison
Chicago IL 60612

DELIVERY INSTRUCTIONS

B.O.H.S ADMN ROBERT
SIMON 312-864-4435

DEPT NO	
8900538	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	PROFESSIONAL SERVICES SMOKE FREE LUNG HEALTH PROGRAMS AS PER CONTRACT 08-41-215 AUTHORIZED BY COUNTY BOARD 03/18/2008 CONTRACT PERIOD 03/06/2008 THROUGH 03/05/2013 AMOUNT AUTHORIZED \$6,050,505.00 AMOUNT ENCUMBERED THIS PO \$1,492,526.00 BALANCE TO FOLLOW ON SEPARATE PO IR# 88900037 V# 798845 B# 521310 E# 521320	.00 LO	.0000	1,492,526.00	8900538.521320
***** Total Order *****				1,492,526.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

Carla Paride 5-14-08

Purchase Requisition
Office of the Purchasing Agent
Cook County of Illinois

3-31-08
41

Purchase Order Number
162189

Requisition # OC 76040 Contract # 08-41-215

Open Date

John H Stroger Jr Hosp-Rec Doc
John H Stroger Jr Hosp- Rec Do
1931 W Harrison
Chicago IL 60612

Delivery Instructions:
B.O.H.S ADMIN
ROBERT SIMON 312-864-4435

Supplier: 798845
Respiratory Health Assn
Metropolitan Chicago
1440 W Washington Blvd

Buyer Number 724150 Supervisor 40
Bid/Sole Src Code SSV
Business Unit 8900538
Internal Req Number 88900037
Board Apr Date & Item BA 03/18/08 #10
Requisition Date 12/11/2007
Date Needed 12/11/2007

Quantity LOM Est. Unit Cost Extended Cost Business Unit and Object Account
Bal. on Hand Quantity LOM Est. Unit Cost Expiration Date Emergency No.

PROFESSIONAL SERVICES
(PERSONNEL AND MATERIAL FOR IMPLEMENTATION
OF SMOKE FREE LUNG HEALTH PROGRAMS.

TOTAL CONTRACT AMOUNT \$50,504.00
ENCUMBERED FOR 1ST YEAR = \$1,492,526.00
2ND YEAR = 1,044,569.00
3RD YEAR = 1,129,807.00
4TH YEAR = 1,170,231.00
5TH YEAR = 1,213,372.00
IR# 03000037
F# 798845
S# 521310
E# 21320

SOLE SOURCE
DATE TO BUYER/SPEC ENG: 4-1-08
DATE RETURNED TO SUPERVISOR: 5-1-08
(S/B RETURNED FOR SIGN OFF BY THIS DATE)

RECEIVED
COMPTROLLER

2008 MAY 12 PM 1:20
ACCOUNTS PAYABLE

June (5) Budget, Specified Agreement attached MMW 05/08/08

Total of Items Ordered

1,492,526.00

ON BUDGET HOLD

Name: LIH
Date: 5/15/08
Removed By: [Signature]
Please return these documents to The Office of the Purchasing Agent

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the detail, no., account & activity numbers indicated above accurately reflect the specific line item and appropriation approved by the Board of County Commissioners and there is a sufficient balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT # _____
DATE _____ BY _____

REQUESTOR

BUREAU or DEPARTMENT HEAD

[Signature]

MAR 27 PM 1:04

[Signature]



PURCHASE REQUISITION

OFFICE OF THE PURCHASING AGENT

Page 1 of 1
Attachments? Yes

DOCUMENT TYPE

P.O. NUMBER

STOREROOM NO.	EMERGENCY NO.	BUYER NO.	BUDGET A/C #	BUSINESS UNIT	EXPENSES A/C #	OPEN DATE	INTERNAL REQ. #	SYSTEM REQ. #	DATE
		724150	521310	8900538	521320		8890 0037		10/31/2007

DELIVER TO: Cook County Bureau of Health Services Administration Building
 1900 West Polk Street, Room 943
 Chicago, Illinois 60612

DEPARTMENT: Cook County Bureau of Health Services
DIVISION: Administrative Building
AGENCY: Room 943

ATTENTION: Jennifer Smith, MD
 Attending Physician, General Medicine

TELEPHONE NO.: (312) 864-4435

HOSPITAL ACCT. NO.: 890-298

BID **ONE-TIME?** Y X **N** **COVERS NEED FOR** 60 MONTHS

SOLE SOURCE X

BOARD OK DATE TO BID/ENTER INTO CONTRACT AND AGENDA ITEM NO.: BA, 03/18/08, FR # 10

DATE NEEDED: As Per Contract

SPECIFIC PERIOD OF TIME: 03/06/08 - 03/05/13

PRIOR CONTRACT NO.: 12412007 **thru** 11/30/2012

EXPIRATION DATE: 12/31/2007

COMMODITY CODE	FULL DESCRIPTION OF NEED	BALANCE ON HAND	UNIT OF MEAS.	QUANTITY	ESTIMATED UNIT COST	ESTIMATED EXTENDED COST
961	Professional Services (personnel and materials) for implementation of Smoke Free Lung Health Programs					\$6,050,504
						\$1,492,526 1st year
						\$1,044,569 2nd year
						\$1,129,807 3rd year
						\$1,170,231 4th year
						\$1,213,372 5th year

CERTIFICATE OF NECESSITY

I HEREBY CERTIFY THAT THE ITEMS AND/OR SERVICES LISTED ABOVE ARE NECESSARY IN THIS DEPARTMENT (OR INSTITUTION) AND THAT THEY ARE FOR PURPOSES FOR WHICH AN APPROPRIATION WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AND THAT THERE IS A SUFFICIENT UNENCUMBERED BALANCE TO GRANT SAME.

REQUISITIONER: Robert Smith **BUREAU OR DEPARTMENT:** CCA

APPROVED BUDGETARY ACCOUNT: T. A. [Signature] **DATE:** 10/01/07

APPROVED BY DEPT. OF BUDGET & MGT. SVS.: [Signature] **DATE:** 10/01/07

cc

PHONE # _____
 FEIN # _____
 PURCHASING USE ONLY

PHONE # _____
 FEIN # _____
 VENDOR # _____
 NAME AND ADDRESS _____

VENDOR # _____
 NAME AND ADDRESS _____

PHONE # 312-243-2000
 Tax ID # 362222687

Cook County Bureau of Health Services

Todd H. Stroger
President
Cook County Board of Commissioners

Robert R. Simon, M.D.
Interim Chief
Bureau of Health Services

David R. Small, FACHE
Chief Operating Officer
Cook County Bureau of Health Services
1900 West Polk Street, Suite 123
Chicago, Illinois 60612
Tel: (312) 864-0934
Fax: (312) 864-9748
E-mail: dsmall@ccbhs.org



Affiliates:

Ambulatory & Community Health Network
Cermak Health Services
Cook County Department of Public Health
John H. Stroger, Jr. Hospital of Cook County
(formerly Cook County Hospital)
Oak Forest Hospital
Provident Hospital
Ruth M. Rothstein CORE Center

February 11, 2008

Honorable Todd H. Stroger, President
Cook County Board of Commissioners
County Building – Room 537
118 North Clark Street
Chicago, Illinois 60602

“REVISED LETTER” #10

Dear President Stroger:

I am requesting authorization for the Purchasing Agent to enter into and execute a contract with the Respiratory Health Association of Metropolitan Chicago (RHAMC), Chicago, Illinois (previously named the American Lung Association of Metropolitan Chicago) for the purposes of the Cook County Bureau of Health Services' Smoke Free Lung Health Programs. This is a 5-year initiative utilizing Cook County tobacco tax dollars to reduce the harmful impacts of tobacco and asthma on the health of Cook County residents.

As Chicago's lung health leader since 1906, RHAMC is a natural partner for this project. RHAMC has been a leader in delivering tobacco cessation services to the Chicago community and in training individuals to deliver tobacco cessation. RHAMC participates in or leads numerous local asthma initiatives in Cook County, including: *Addressing Asthma in Englewood*; *Controlling Pediatric Asthma through Collaboration and Education*; and the *Stakeholders Collaboration to Improve Student Health*.

In Cook County, 690,000 adults smoke cigarettes, with increased smoking rates in the lowest socio-economic neighborhoods. Research shows that cessation programs in hospitals, health centers, and other community settings effectively reduce morbidity and mortality from smoking. These programs are cost-effective because they reduce the burden of tobacco-related illness upon the community and the County.

The rates of asthma and hospitalizations due to asthma in Cook County and Illinois are nearly double national rates, especially among African-American and Puerto Rican communities. National and local studies have shown improved childhood asthma outcomes can be achieved through education delivered by health care organizations and trained community health educators.

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008

COM _____

We Bring Health **CARE** to Your Community



Printed on Recycled Paper

CCBHS Smoke Free Lung Health Program Outcomes Over 5 Years

- 10,500 tobacco cessation-counseling interventions in Cook County hospitals and 78,000 tobacco cessation counseling interventions in Cook County clinics or other community sites.
- 15,000 new contacts by Cook County residents to the Illinois Quitline and subsidized nicotine replacement therapy for 11,400 people, through the tobacco cessation media campaign.
- 13,000 smoking quits reported among program participants.
- Asthma self-management education to 3,260 individuals with 80% program completion rate.
- Improved self-management skills, environmental changes or avoidance of asthma triggers and demonstrated decrease in asthma severity among program participants.
- Decreased hospitalizations and emergency department visits for asthma by 50% among program participants.

Program Implementation

The Smoke Free Lung Health Steering Committee will oversee the program. The physician leadership team from Stroger Hospital will direct the Steering Committee and provide organization, supervision, technical expertise and evaluation support to the program. The Respiratory Health Association of Metropolitan Chicago (RHAMC) will employ all program staff and assist with their training and supervision. RHAMC will conduct the media campaign. Thirteen Tobacco and Asthma Health Educator staff will be hired and trained in phases over the first 18 months of the program. The media campaign will be conducted in Year 1 and Year 2.

This new contract will supersede a previous three-year Contract Number 06-41-750 with American Lung Association of Metropolitan Chicago, Chicago, Illinois as authorized by the County Board on September 7, 2006. See related item number _____.

The totals for each of five years summarized below include personnel and non-personnel costs, e.g. purchase of nicotine replacement starter packs, etc.

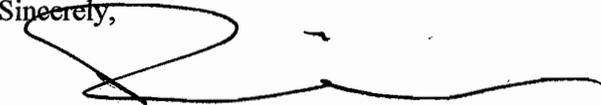
Estimated Fiscal Impact: \$6,050,504.00:

	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>
1 st Year:	\$1,442,151.00	\$ 50,375.00	\$1,492,526.00
2 nd Year:	\$ 949,608.00	\$ 94,961.00	\$1,044,569.00
3 rd Year:	\$1,027,097.00	\$102,710.00	\$1,129,807.00
4 th Year:	\$1,063,846.00	\$106,385.00	\$1,170,231.00
<u>5th Year:</u>	<u>\$1,103,065.00</u>	<u>\$110,307.00</u>	<u>\$1,213,372.00</u>
Total	\$5,585,767.00	\$464,738.00	\$6,050,505.00

Contract Period: March 6, 2008 thru March 5, 2013
Account Number: 890-298
Requisition No.: 88900037

Approval of this item would commit Fiscal Year 2008 and future year funds.

Sincerely,


David R. Small, FACHE
Chief Operating Officer
Cook County Bureau of Health Services

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008

BUREAU OF HEALTH SERVICES continued

PERMISSION TO ADVERTISE

ITEM #8

APPROVED

Transmitting a Communication from

DAVID R. SMALL, F.A.C.H.E., Chief Operating Officer, Bureau of Health Services

requesting authorization for the Purchasing Agent to advertise for bids for temporary radiology and laboratory staffing services to provide minimum staffing requirements due to unfilled positions, family medical leave, personnel disability leave and emergency vacation requests at Cermak Health Services of Cook County, Provident Hospital of Cook County, Oak Forest Hospital of Cook County and Stroger Hospital of Cook County.

Contract period: September 6, 2008 through September 5, 2009. (240-260, 891-260, 897-260 and 898-260 Accounts). Requisition Nos. 82400116, 88911014, 88911015, 88970052, 88970323 and 88980089.

Approval of this item would commit Fiscal Year 2008 and future year funds.

CONTRACTS

ITEM #9

APPROVED AS AMENDED

Transmitting a Communication from

DAVID R. SMALL, F.A.C.H.E., Chief Operating Officer, Bureau of Health Services

requesting authorization for the Purchasing Agent to enter into a contract with Parata Systems, LLC, Durham, North Carolina, for maintenance and support services for two (2) Pharmacy 2000® workflow management systems with twenty-four (24) workstations and four (4) Autoscript III® robotic prescription delivery systems owned by Stroger Hospital of Cook County and the Fantus Health Center.

Reason: Parata Systems, LLC is the only authorized service representative for the Pharmacy 2000® workflow management systems and the Autoscript III robotic prescription delivery systems. The Bureau of Health Services held this item as a non-emergent contract pending adoption of the 2008 budget.

Estimated Fiscal Impact: \$173,680.00. Contract period: January 1, 2008 through December 31, 2008. (890-442 Account). Requisition No. 88900208.

Approval of this item would commit Fiscal Year 2008 funds.

The Chief Information Officer has reviewed this item and concurs with this recommendation.

* * * * *

ITEM #10

APPROVED

Transmitting a Communication, dated February 11, 2008 from

DAVID R. SMALL, F.A.C.H.E., Chief Operating Officer, Bureau of Health Services

requesting authorization for the Purchasing Agent to enter into a contract with the Respiratory Health Association of Metropolitan Chicago (RHAMC), Chicago, Illinois (previously named the American Lung Association of Metropolitan Chicago) for the Bureau of Health Services' Smoke Free Lung Health Programs. This is a 5-year initiative utilizing Cook County tobacco tax dollars to reduce the harmful impacts of tobacco and asthma on the health of Cook County residents.

BUREAU OF HEALTH SERVICES continued

CONTRACTS continued

ITEM #10 cont'd

Reason: As Chicago's lung health leader since 1906, RHAMC is a natural partner for this project. RHAMC has been a leader in delivering tobacco cessation services to the Chicago community and in training individuals to deliver tobacco cessation. RHAMC participates in or leads numerous local asthma initiatives in Cook County, including: *Addressing Asthma in Englewood*; *Controlling Pediatric Asthma through Collaboration and Education*; and the *Stakeholders Collaboration to Improve Student Health*.

In Cook County, 690,000 adults smoke cigarettes, with increased smoking rates in the lowest socio-economic neighborhoods. Research shows that cessation programs in hospitals, health centers, and other community settings effectively reduce morbidity and mortality from smoking. These programs are cost-effective because they reduce the burden of tobacco-related illness upon the community and the County.

The rates of asthma and hospitalizations due to asthma in Cook County and Illinois are nearly double national rates, especially among African-American and Puerto Rican communities. National and local studies have shown improved childhood asthma outcomes can be achieved through education delivered by health care organizations and trained community health educators.

Cook County Bureau of Health Services Smoke Free Lung Health Program Outcomes Over 5 Years

- 10,500 tobacco cessation-counseling interventions in Cook County hospitals and 78,000 tobacco cessation counseling interventions in Cook County clinics or other community sites.
- 15,000 new contacts by Cook County residents to the Illinois Quitline and subsidized nicotine replacement therapy for 11,400 people, through the tobacco cessation media campaign.
- 13,000 smoking quits reported among program participants.
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- Improved self-management skills, environmental changes or avoidance of asthma triggers and demonstrated decrease in asthma severity among program participants.
- Decreased hospitalizations and emergency department visits for asthma by 50% among program participants.

Program Implementation

The Smoke Free Lung Health Steering Committee will oversee the program. The physician leadership team from Stroger Hospital of Cook County will direct the Steering Committee and provide organization, supervision, technical expertise and evaluation support to the program. The Respiratory Health Association of Metropolitan Chicago (RHAMC) will employ all program staff and assist with their training and supervision. RHAMC will conduct the media campaign. Thirteen (13) Tobacco and Asthma Health Educator staff will be hired and trained in phases over the first 18 months of the program. The media campaign will be conducted in Year 1 and Year 2.

This new contract will supersede a previous three-year Contract Number 06-41-750 with the American Lung Association of Metropolitan Chicago, Chicago, Illinois as authorized by the County Board on September 7, 2006. (See related Item #16.)

The totals for each of the five years summarized below include personnel and non-personnel costs, e.g. purchase of nicotine replacement starter packs, etc.

BUREAU OF HEALTH SERVICES continued

CONTRACTS continued

ITEM #10 cont'd

Estimated Fiscal Impact: \$6,050,505.00.

	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>
1st Year:	\$1,442,151.00	\$ 50,375.00	\$1,492,526.00
2nd Year:	\$ 949,608.00	\$ 94,961.00	\$1,044,569.00
3rd Year:	\$1,027,097.00	\$102,710.00	\$1,129,807.00
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5th Year:	<u>\$1,103,065.00</u>	<u>\$110,307.00</u>	<u>\$1,213,372.00</u>
Total	\$5,585,767.00	\$464,738.00	\$6,050,505.00

Contract period: March 6, 2008 through March 5, 2013. (890-298 Account). Requisition No. 88900037.

Approval of this item would commit Fiscal Year 2008 and future year funds.

Vendor has met the Minority and Women Business Enterprise Ordinance.

* * * * *

ITEM #11

APPROVED AS AMENDED

Transmitting a Communication from

DAVID R. SMALL, F.A.C.H.E., Chief Operating Officer, Bureau of Health Services

requesting authorization for the Purchasing Agent to enter into contracts with the following vendors for physical, occupational and speech therapy services. After evaluating their Request for Proposal (RFP), it was determined, that each vendor met all of the requirements set forth in the RFP and the Minority and Women Owned Business Enterprises. Due to continuing shortages in rehabilitative services, it is necessary to contract with multiple commercial agencies in order to meet the volume and diversity of therapy needs within the Bureau of Health Services.

Reason: Physical Therapy, Occupational and Speech Therapy positions are very difficult to fill due to an overall market shortage of these professionals. In addition to the rising shortage of therapists in these professions, there has been a dramatic increase in salaries over the past several years, with which the County has not kept pace. In a very competitive market, our salaries are not competitive for new graduates and much less so for experienced positions. As a result we have had to decrease outpatient services or increase use of contracted therapy staff. To maintain a high level of patient services, we are recommending the award to the following vendors.

<u>VENDOR</u>	<u>PROVIDENT HOSPITAL OF COOK COUNTY</u>	<u>OAK FOREST HOSPITAL OF COOK COUNTY</u>
Peoplefirst Rehabilitation Louisville, Kentucky	\$286,000.00 [Year 1 - \$142,000.00 and Year 2 - \$144,000.00 - (891-275 Account)] Req. No. 88911043	\$262,000.00 [Year 1 - \$130,000.00 and Year 2 - \$132,000.00 - (898-275 Account)] Req. No. 88980004
Agility Health Professionals Grand Rapids, Michigan	\$26,500.00 [Year 1 - \$13,000.00 and Year 2 - \$13,500.00 - (891-275 Account)] Req. No. 88911044	\$293,000.00 [Year 1 - \$145,000.00 and Year 2 - \$148,000.00 - (898-275 Account)] Req. No. 88980002



HHS Office of Inspector General

No results were found for Respiratory Health Association;

Search conducted 3/17/2008 7:13:24 PM EST on OIG LEIE Exclusions database.
Source data updated on 3/5/2008 3:16:49 PM EST

Authorities & Federal Register Notices

Publications

Reports

Hearing Testimony

Fraud Prevention & Detection

Reading Room

Organization

Employment Opportunities

Back

Home

In addition to conducting name and business searches, we have made cumulative exclusions data available in a variety of ways. Simply click on the appropriate link below to see exclusions data segregated into these areas:

State General Classification Exclusion Type

[E-Mail List](#) | [HIPDB](#) | [Hotline](#) | [Privacy Notice](#) | [Disclaimers](#)

[FOIA Information](#) | [Contact Us](#) | [What's New](#) | [Exclusions Database](#)

[HHS Homepage](#) | [IGnet](#) | [FirstGov](#) | [Accessibility](#) | [Adobe Acrobat](#)

[Go to the top of this page](#)



ILLINOIS
STATE BOARD OF REGISTRATION

CORPORATION FILE DETAIL REPORT

Entity Name	RESPIRATORY HEALTH ASSOCIATION OF METROPOLITAN CHICAGO	File Number	09863362
Status	GOODSTANDING		
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	03/17/1906	State	ILLINOIS
Agent Name	JOEL J AFRICK	Agent Change Date	04/07/2003
Agent Street Address	1440 WEST WASHINGTON BLVD	President Name & Address	
Agent City	CHICAGO	Secretary Name & Address	
Agent Zip	60607	Duration Date	PERPETUAL
Annual Report Filing Date	02/27/2008	For Year	2008
Assumed Name	MIDWEST ENVIRONMENTAL AND INDUSTRIAL HEALTH TRAINING CENTER ACTIVE - RESPIRATORY HEALTH ASSOCIATION OF ILLINOIS ACTIVE - RESPIRATORY HEALTH ASSOCIATION OF AMERICA ACTIVE - AMERICAN LUNG ASSOCIATION OF METROPOLITAN CHICAGO		
Old Corp Name	07/15/1993 - CHICAGO LUNG ASSOCIATION 07/01/2007 - AMERICAN LUNG ASSOCIATION OF METROPOLITAN CHICAGO		

[Return to the Search Page](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)



RESPIRATORY HEALTH ASSOCIATION™
of Metropolitan Chicago

1440 W. Washington Blvd., Chicago, IL 60607-1878 Phone: 312-243-2000 Fax: 312-243-3954 www.lungchicago.org

July 17, 2007

Carmen K. Triche-Colvin
Purchasing Agent
County of Cook
118 North Clark Street
Chicago, IL 60602

Re: Contract Number: 06-41-750

Dear Ms. Triche-Colvin,

I am writing to inform you of a name change by the American Lung Association of Metropolitan Chicago, the contracting party for the above-referenced contract with the Cook County Bureau of Health Services, effective July 1, 2007.

Effective July 1, 2007, our name has changed to Respiratory Health Association of Metropolitan Chicago. Our Federal Tax Identification Number, 36-2222687, and our 501(c)(3) status will remain unchanged. Our business address will remain the same. Our staff, in particular the management and other staff associated with our work on this contract will remain unchanged.

This name change arises out of a decision by our organization's board of directors to remain as an independent lung health organization rather than consolidating our organization into one of the American Lung Association's new large multi-state regions. Over the past few years, lung association chapters in Pittsburgh, Los Angeles, San Francisco, New Hampshire, Arkansas, Sacramento and San Jose have concluded that the best way to improve the lung health of our communities is by maintaining a strong independent local presence. On April 11, 2007, the Board of Directors of ALA Metropolitan Chicago voted unanimously to take similar action and to change our name to Respiratory Health Association of Metropolitan Chicago.

Please call or email me, 312-628-0220, jafrick@lungchicago.org, if you need any additional information in order to change our name on the contract with the Cook County Bureau of Health Services.

Formerly known as:

*American Lung Association
of Metropolitan Chicago*
(1993-2007)*

*Chicago Lung Association
(1972-1993)*

*Tuberculosis Institute of
Chicago and Cook County
(1937-1972)*

*Chicago Tuberculosis Institute
(1906-1937)*

**Respiratory Health Association
of Metropolitan Chicago is not
affiliated with American Lung
Association*

Thank you.


Joel J. Africk
President and Chief Executive Officer



**OFFICE OF THE PURCHASING AGENT
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
92208

American Lung Assn
1440 W Washington Blvd
Chicago IL 60607

DATE
12/6/2006
F.O.B. POINT

PURCHASE ORDER NO.
154872 - 000- OP
REQUISITION NO.
00068609 OC

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO John H Stroger Jr Hosp Rec Dock 1
John H Stroger Jr Hosp- Rec Dock 1
1901 W Harrison
Chicago IL 60612

DELIVERY INSTRUCTIONS

BOHS ADMN.
BOTTLEB 312-864-0917

MARTHA

DEPT NO	
8900538	Page 1 of 1

68900697

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	PROFESSIONAL SERVICES FOR THE SMOKE FREE HEALTH PROGRAM AS PER CONTRACT 06-41-750 AUTHORIZED BY COUNTY BOARD 09/07/2006. CONTRACT PERIOD 09/15/2006 THROUGH 08/31/2009. AMOUNT AUTHORIZED \$587,068.00. AMOUNT ENCUMBERED THIS PO \$100,000.00. BALANCE TO FOLLOW ON SEPARATE PO REQ# 68900697	.00 LO	.0000	100,000.00	8900538.521320
***** Total Order *****				100,000.00	

SO. W. ST. 10 12 AM '06

VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date: _____

T. Conlon Deputy 12-8-06



**OFFICE OF THE STATE'S ATTORNEY
COOK COUNTY, ILLINOIS**

RICHARD A. DEVINE
STATE'S ATTORNEY

**500 RICHARD J. DALEY CENTER
CHICAGO, ILLINOIS 60602
AREA 312-603-5440**

March 10, 2008

Miriam Moore-Hunter
Director, Hospital Purchasing
John H. Stroger, Jr. Hospital of Cook County
1901 West Harrison Street, LL260
Chicago, Illinois 60612

Re: Respiratory Health Association Contract

Dear Ms. Moore-Hunter:

Enclosed please find five executed copies of the above agreement.

The approval as to form will be done once Purchasing has assembled the contract and prepared it for Board approval.

If you have any questions or comments, please call at your convenience.

Very truly yours,

RICHARD A. DEVINE
State's Attorney of Cook County

By: Frank J. Oles
Frank J. Oles
Assistant State's Attorney
Transactions and Health Law Section
(312) 603-5435



RESPIRATORY HEALTH ASSOCIATIONSM

of Metropolitan Chicago

1440 W. Washington Blvd., Chicago, IL 60607-1878 Phone: 312-243-2000 Fax: 312-243-3954 www.lungchicago.org

February 26, 2008

Karen Dimond
Assistant State's Attorney
500 Daley Center
Chicago, Illinois 60606

Dear Karen:

Per your request, enclosed you will find five signed copies of the Execution Forms and five copies of Part I: Agreement.

If you need anything further, please get in touch with me.

Sincerely,



Joel J. Africk
President and Chief Executive Officer

Enclosures

Formerly known as:

*American Lung Association
of Metropolitan Chicago*
(1993-2007)*

*Chicago Lung Association
(1972-1993)*

*Tuberculosis Institute of
Chicago and Cook County
(1937-1972)*

*Chicago Tuberculosis Institute
(1906-1937)*

**Respiratory Health Association
of Metropolitan Chicago is not
affiliated with American Lung
Association*

Cook County Bureau of Health Services

Todd H. Stroger
President
Cook County Board of Commissioners

Robert R. Simon, M.D.
Interim Chief
Bureau of Health Services

David R. Small, FACHE
Chief Operating Officer
Cook County Bureau of Health Services
1900 West Polk Street, Suite 123
Chicago, Illinois 60612
Tel: (312) 864-0934
Fax: (312) 864-9748
E-mail: dsmall@ccbhs.org



Affiliates:

Ambulatory & Community Health Network
Cermak Health Services
Cook County Department of Public Health
John H. Stroger, Jr. Hospital of Cook County
(formerly Cook County Hospital)
Oak Forest Hospital
Provident Hospital
Ruth M. Rothstein CORE Center

February 11, 2008

Honorable Todd H. Stroger, President
Cook County Board of Commissioners
County Building – Room 537
118 North Clark Street
Chicago, Illinois 60602

“REVISED LETTER” #10

Dear President Stroger:

I am requesting authorization for the Purchasing Agent to enter into and execute a contract with the Respiratory Health Association of Metropolitan Chicago (RHAMC), Chicago, Illinois (previously named the American Lung Association of Metropolitan Chicago) for the purposes of the Cook County Bureau of Health Services' Smoke Free Lung Health Programs. This is a 5-year initiative utilizing Cook County tobacco tax dollars to reduce the harmful impacts of tobacco and asthma on the health of Cook County residents.

As Chicago's lung health leader since 1906, RHAMC is a natural partner for this project. RHAMC has been a leader in delivering tobacco cessation services to the Chicago community and in training individuals to deliver tobacco cessation. RHAMC participates in or leads numerous local asthma initiatives in Cook County, including: *Addressing Asthma in Englewood*; *Controlling Pediatric Asthma through Collaboration and Education*; and the *Stakeholders Collaboration to Improve Student Health*.

In Cook County, 690,000 adults smoke cigarettes, with increased smoking rates in the lowest socio-economic neighborhoods. Research shows that cessation programs in hospitals, health centers, and other community settings effectively reduce morbidity and mortality from smoking. These programs are cost-effective because they reduce the burden of tobacco-related illness upon the community and the County.

The rates of asthma and hospitalizations due to asthma in Cook County and Illinois are nearly double national rates, especially among African-American and Puerto Rican communities. National and local studies have shown improved childhood asthma outcomes can be achieved through education delivered by health care organizations and trained community health educators.

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS
MAR 18 2008

We Bring Health CARE to Your Community



Printed on Recycled Paper

COM _____

CCBHS Smoke Free Lung Health Program Outcomes Over 5 Years

- 10,500 tobacco cessation-counseling interventions in Cook County hospitals and 78,000 tobacco cessation counseling interventions in Cook County clinics or other community sites.
- 15,000 new contacts by Cook County residents to the Illinois Quitline and subsidized nicotine replacement therapy for 11,400 people, through the tobacco cessation media campaign.
- 13,000 smoking quits reported among program participants.
- Asthma self-management education to 3,260 individuals with 80% program completion rate.
- Improved self-management skills, environmental changes or avoidance of asthma triggers and demonstrated decrease in asthma severity among program participants.
- Decreased hospitalizations and emergency department visits for asthma by 50% among program participants.

Program Implementation

The Smoke Free Lung Health Steering Committee will oversee the program. The physician leadership team from Stroger Hospital will direct the Steering Committee and provide organization, supervision, technical expertise and evaluation support to the program. The Respiratory Health Association of Metropolitan Chicago (RHAMC) will employ all program staff and assist with their training and supervision. RHAMC will conduct the media campaign. Thirteen Tobacco and Asthma Health Educator staff will be hired and trained in phases over the first 18 months of the program. The media campaign will be conducted in Year 1 and Year 2.

This new contract will supersede a previous three-year Contract Number 06-41-750 with American Lung Association of Metropolitan Chicago, Chicago, Illinois as authorized by the County Board on September 7, 2006. See related item number _____.

The totals for each of five years summarized below include personnel and non-personnel costs, e.g. purchase of nicotine replacement starter packs, etc.

Estimated Fiscal Impact: \$6,050,504.00:

	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>
1 st Year:	\$1,442,151.00	\$ 50,375.00	\$1,492,526.00
2 nd Year:	\$ 949,608.00	\$ 94,961.00	\$1,044,569.00
3 rd Year:	\$1,027,097.00	\$102,710.00	\$1,129,807.00
4 th Year:	\$1,063,846.00	\$106,385.00	\$1,170,231.00
5 th Year:	<u>\$1,103,065.00</u>	<u>\$110,307.00</u>	<u>\$1,213,372.00</u>
Total	\$5,585,767.00	\$464,738.00	\$6,050,505.00

Contract Period: March 6, 2008 thru March 5, 2013
Account Number: 890-298
Requisition No.: 88900037

Approval of this item would commit Fiscal Year 2008 and future year funds.

Sincerely,


David R. Small, FACHE
Chief Operating Officer
Cook County Bureau of Health Services

DRS/MMH

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008

COM _____

Cook County Bureau of Health Services

Todd H. Stroger
President
Cook County Board of Commissioners

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APPROVED AS AMENDED
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MAR 18 2008



CCBHS Smoke Free Lung Health Program Outcomes Over 5 Years

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Contract Period: March 6, 2008 thru March 5, 2013
Account Number: 890-298
Requisition No.: 88900037

Approval of this item would commit Fiscal Year 2008 and future year funds.

Sincerely,


David R. Small, FACHE
Chief Operating Officer
Cook County Bureau of Health Services

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

June 4, 2008

Respiratory Health Association
Of Metropolitan Chicago
1440 W. Washington Blvd.
Chicago, IL 60607
Attn: Douglas Graham

Ref: Contract No: 08-41-215

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Miriam Moore-Hunter



CONTRACT FOR SERVICE

DOCUMENT NO. 08-41-215



SMOKE FREE LUNG HEALTH PROGRAMS

FOR

COOK COUNTY BUREAU OF HEALTH SERVICES

WITH: RESPIRATORY HEALTH ASSOCIATION OF METROPOLITAN CHICAGO

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

MAY 07 2008

COM _____

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

031808

REQ# 88900037

0327

PART I: AGREEMENT

This Agreement is made and entered into by and between the County of Cook ("County"), a body politic and corporate of the State of Illinois, through its Cook County Bureau of Health Services ("Bureau"), pursuant to authorization by the Cook County Board of Commissioners ("County Board") and the Respiratory Health Association of Metropolitan Chicago, an Illinois not-for-profit organization (hereinafter "RHAMC" or "Contractor"). The programs described herein shall be overseen and administered by the Cook County Bureau of Health Steering Committee ("Steering Committee").

I. RECITALS

WHEREAS, the County makes quality health care services available to persons who reside in Cook County, Illinois, regardless of ability to pay, including the provision of health care to the indigent in a proficient and compassionate manner, and performs this function through its Bureau; and

WHEREAS, the Bureau seeks to improve the health of Cook County residents by implementing a Smoke Free Lung Health Program composed of (1) a Tobacco Program, which seeks to promote smoking cessation and the expand smoking cessation services in both clinical and community settings, and (2) an Asthma Program designed to improve asthma outcomes and to decrease asthma morbidity and mortality in Cook County, and

WHEREAS, the RHAMC (previously known as the American Lung Association of Metropolitan Chicago or "ALAMC"), is a 101 year old Illinois non-profit organization dedicated to promoting lung health and fighting lung disease, has considerable experience managing asthma and tobacco control programs in Cook County, and is able to administer the Smoke Free Lung Health Program, and

WHEREAS, the County has funding available from cigarette taxes to finance the Smoke Free Lung Health Program; and

WHEREAS, the County and the ALAMC entered into a three-year agreement, which commenced on September 15, 2006, whereby the County provided funding for the Smoke Free Lung Health Program of Chicago (the "2006 Agreement"), and

WHEREAS, the County and the RHAMC desire to terminate the 2006 Agreement and replace it with this five-year agreement ("the 2008 Agreement), which will supercede the 2006 Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the County and the RHAMC hereby agree as follows:

II. TERM OF AGREEMENT

This Agreement shall commence on March 6, 2008, and shall continue for a period of five (5) years thereafter until March 5, 2013. The parties may agree in writing to extend this Agreement for additional annual periods subject to the negotiation of any additional terms and the County Budget that shall apply during the period of any such extension. Agreements to extend shall be entered into at least ninety (90) days prior to the expiration of this Agreement, including any periods of extension.

III. SCOPE OF AGREEMENT

The County shall provide funds to the RHAMC so that the RHAMC may hire staff and develop a Tobacco Program and an Asthma Program as more fully described in the Special Conditions of this Agreement.

IV. GENERAL CONDITIONS

This Agreement incorporates and is subject to the provisions attached hereto as Part II - General Conditions.

V. SPECIAL CONDITIONS

This Agreement incorporates and is subject to the provisions attached hereto as Part III - Special Conditions.

VI. CERTIFICATION AND EXECUTION FORMS

This Agreement incorporates the Contractor Certifications and the Execution Forms attached hereto.

VII. ATTACHMENTS

This Agreement incorporates the following additional documentation:

ATTACHMENT A: Board Authorization

ATTACHMENT B 5 Year Budget

ATTACHMENT C Smoke Free Lung Health Programs for Improvement of Tobacco
and Asthma Outcomes in Cook County

EXECUTION FORMS

Notwithstanding the attachment and incorporation of the above referenced documents, none of the terms or conditions set forth in any of the Attachments which conflict with the express terms of this Agreement, which consists collectively of Part I, Agreement; Part II, General Conditions; and Part III, Special Conditions, shall be deemed or construed to supersede the terms of this Agreement. Wherever possible, the parts of this Agreement shall be construed to be consistent with one another. However, if a conflict occurs between Part II of this Agreement and Part I or III of this Agreement, the provisions of Parts I or III shall control.

PART II: GENERAL CONDITIONS

GC-01 INDEMNIFICATION

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

GC-02 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. 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 Contractor shall have no effect on the County and are null and void.

The Contractor shall identify in its proposal any and all contractors and subcontractors he intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County. The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Steering Committee while on any County property and shall abide by all security regulations imposed by the County.

GC-03 INDEPENDENT CONTRACTOR STATUS

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agent and representatives shall in no event as a result of the Contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-04 MATERIALS INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any materials used in carrying out this Contract and shall

be responsible for specifying the quality and standards of all materials or completed work furnished under this Contract. Materials or completed work not complying herewith may be rejected by the Purchasing Agent and shall be replaced and/or performed by the Contractor at no cost to the County. Any materials rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such materials have been rejected.

GC-05 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract. Such insurance shall include, but not be limited to, Workers' Compensation and Employer's Liability, Auto Liability, Professional Liability and Commercial General Liability, including broad form Contractual and Product Liability. The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or County may otherwise have.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

GC-07 DISPUTES

Any dispute arising under the Contract between the County and the Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Steering Committee. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor 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.

GC-08 – deleted

GC-09 – deleted

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-11 COUNTY'S REMEDIES

Following notice of a material breach or notice of default to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach or noncompliance which is the subject matter of the notice. If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that County shall give Contractor five (5) days prior written notice of termination. In the event of termination, the County reserves the right to elect to continue using the Contractor's services in whole or in part for the period of time necessary to allow the County to obtain and implement replacement services. During such transition period all terms and conditions of the Contract shall be in full force and effect. The County may elect to continue using Contractor's existing services in full; increase monitoring and oversight of Contractor's operations; or substitute the County's designees for the Contractor's personnel utilizing Contractor's facilities pending the implementation of replacement services. Any payments due Contractor will be prorated based on the services Contractor is then providing. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. After the County has secured replacement services and such services are operational, the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of default and fails to remedy a material breach during the ninety (90) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination. In the event of termination the County shall be given the right to continue using the Contractor's services in full for a reasonable period of time until the County shall have replaced such services. Contractor will agree to cooperate with the implementation of the replacement services should the County so request. During such transition period all terms and conditions of the Contract shall remain in full force and effect. After replacement services have been secured and are operational the Contractor shall promptly remove any and all of Contractor's personnel, products and equipment, unless such items remain with the County pursuant to the terms of this Contract.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-13 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time 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. No such modifications and amendments which individually or cumulatively result in additional cost of \$24,999.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$24,999.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable. The Steering Committee may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor 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 consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, the County shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor'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 to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of this Contract.

GC-17 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or any time thereafter, except solely as required in the course of Contractor's performance of services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of the County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports that are beyond the scope of the Contract, utilizing data derived from information or data obtained from the County without the prior written approval of the County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to the County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of services under this Contract (the "Documents") shall be the property of the County. It shall be a breach of this Contract for the Contractor to reproduce or use, any Documents, or product obtained from the County, for its own purposes or for that of any third party. During the performance of the services herein provided for, the Contractor shall be responsible of any loss or damage to the Documents while they are in his possession, and any such Document lost or damaged shall be restored at the expense of the Contractor. Full access to the Contractor's work during the preparation of the Documents shall be available to the County and other interested public agencies. In the event Contractor utilizes any of his own proprietary or confidential information in whatever form, in the performance of duties under this Contract, it must be clearly marked as such.

GC-18 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the 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 Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision that the subcontractor agrees that the County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor 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 Contractor under any contract with the County.

GC-19 DISCLOSURE: ACCESS TO BOOKS AND RECORDS

Both parties 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 either party 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, that party 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.

GC-20 COMPLIANCE WITH LAWS

The Contractor 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 Certification attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, under the Contract. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Purchasing Agent and Steering Committee shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report, if obtainable.

GC-23 USE OF PREMISES

Contractor shall confer with the Steering Committee to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of his employees to the limits indicated by laws, ordinances, permits and/or direction of the Steering Committee and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

GC-24 GENERAL NOTICE

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

personally delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

PURCHASING AGENT
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its proposal or as otherwise indicated in writing to County.

GC-25 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. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished Documents prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Contractor to the date of termination. Such payment made to the Contractor shall be in full settlement for services rendered under this Contract.

GC-26 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Steering Committee before final voucher on the Contract is issued. The Contractor agrees that the materials or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar materials or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF MATERIALS

In the event materials are supplied for purposes of this Contract, then only new, originally manufactured materials will be accepted by the County. The County will not accept any materials that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Materials not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 DELIVERY

All materials shipped to the County shall be shipped F.O.B. designated location, County of Cook, Illinois. If delivery is made by truck, arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials. Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of material delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County.

GC-29 QUANTITIES

The quantities of services and/or materials required for the performance of the Contract are estimates for the purpose of determining an approximate total contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Office of the Purchasing Agent.

GC-30 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, 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 City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor 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.

GC-31 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-32 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-33 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-34 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this contract, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn therefrom. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

GC-35 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be

made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

PART III: SPECIAL CONDITIONS

Smoke Free Lung Health Program

I. Funding and Budget

The County shall provide to the RHAMC the funds outlined in the attached five-year budget (Attachment B), not to exceed a total of \$6,050,504 over the course of the five years. The funds shall be expended by the RHAMC for the purposes indicated in the attached budget and pursuant to Attachment C, entitled, "Smoke Free Lung Health Programs for Improvement of Tobacco and Asthma Outcomes in Cook County."

II. Personnel

While working on the Smoke Free Lung Health Program, RHAMC personnel will be provided with office space in the Bureau's Administration Building located at 1900 W. Polk Street in Chicago, Illinois. The County will provide said RHAMC employees with telephone service.

The RHAMC shall employ all personnel assigned to work on the Smoke Free Lung Health Program, although the RHAMC shall comply with any recommendations made by the Steering Committee in connection with the hiring, firing, promotion and discipline of employees assigned to the County program or media campaign.

The RHAMC shall be responsible for payment of all compensation to such personnel for the services they perform for the County during the term of this Agreement. The RHAMC shall pay all applicable federal, state and local taxes applicable to it, including any and all other governmental fees, taxes or expenses levied against it and shall maintain tax or employment records as required by law. The RHAMC shall be responsible for and shall maintain workers' compensation and occupational disease insurance coverage for said personnel as required in the State of Illinois. The RHAMC shall indemnify and hold the County harmless against any claim, loss, damage or expense (including reasonable attorneys' fees) incurred by the County in the event that any legally constituted authority or individual attempts to hold the County responsible for workers' compensation claims or for taxes applicable to the RHAMC's employees or for failing to maintain insurance or records as required by law. The RHAMC shall ensure that all of its personnel who manage funds pursuant to this Agreement are qualified to perform this function and shall obtain an appropriate performance and fiduciary bond referable to each such individual, which shall be provided to the County's Risk Manager.

III. Additional Obligations of the Parties

Section 1 Oversight by Steering Committee

The Smoke Free Lung Health Program of Cook County will be overseen by the CCBHS Steering Committee for the Smoke Free Lung Health Program ("the Steering Committee"). The Steering Committee must approve all Program projects, all components of the Tobacco Program media campaign, and all expenditures of allocated funds.

Section 2: Financial Support and Payment Schedule

Beginning on March 6, 2008, and every six months thereafter, the RHAMC shall submit an invoice to the County for half of the dollar amount the County has committed for funding the salaries of RHAMC personnel devoted to the Smoke Free Lung Health Program for that year. The County shall make payment within sixty (60) days of receipt of each invoice.

The RHAMC shall also submit invoices for media campaign and other expenditures that have been approved by the Steering Committee. Expenditures may not exceed the total budgeted amount without prior approval of the County Board, which shall approve the means by which payment of the additional expenditure shall be obtained.

The County shall allocate the funding outlined in this Agreement subject to budgetary constraints and contingent upon the approval of the Cook County Board of Commissioners.

Section 3: Records

A. Records of Receipts and Expenditures. The RHAMC shall maintain financial records for expenditures and receipts relating to its administration of the education projects and the media campaign.

B. Retention of and Access to Records. The RHAMC shall retain all records and supporting documentation relating to this Agreement for a period of not less than five years after the termination of this Agreement, including any extensions. The RHAMC shall permit the County to have reasonable access to files, records, and personnel during the term of this Agreement and for five (5) years thereafter for the purpose of making financial audits, verifications or program evaluations.

C. Monthly Financial Reports. Within ten (10) days after the end of each month, the RHAMC shall submit a fiscal report to the Steering Committee. The report will detail actual expenses for that month and shall be cumulative for each twelve (12) month period.

D. Tri-Annual Progress and Outcome Reports. The RHAMC shall prepare a tri-annual report as directed by the Steering Committee.

E. Annual Reports. The RHAMC shall prepare an Annual Report as directed by the Steering Committee

Section 4: Right of the County to Discontinue, Modify or Withhold Payments

The County reserves the right to decline renewal, discontinue, modify or withhold any payments which might otherwise be due under this Agreement if it reasonably determines:

1. that County funds have been used for purposes other than those contemplated by this Agreement; or

2. that such action is necessary to comply with the requirements of any law or regulation affecting either the RHAMC's or the County's responsibilities under this Agreement; or
3. that the RHAMC's performance under this Agreement has not otherwise been satisfactory.
4. that County budgetary constraints prevent the continued funding of the education projects or media campaign

The judgment of the County in these matters shall be final and binding on the RHAMC unless manifestly unreasonable.

Section 5: Termination

The RHAMC may terminate its participation in this Agreement upon ninety (90) days written notice to the County, and the return to the County of any funds not yet expended. The County may terminate the participation of the RHAMC in this Agreement for any reason upon thirty (30) days written notice to all parties. In the event that a party shall terminate its participation in this Agreement, the terminating party shall continue to provide services, funds and supplies pursuant to its obligations under this Agreement until the date of termination. Upon receipt of notice of its termination or upon the expiration or automatic termination of this Agreement, the RHAMC shall promptly tender all records relating to its fiscal administration of County funds under this Agreement to the custody of the Bureau's Chief Financial Officer and shall promptly transfer all funds not expended as of the date of termination of its participation in this Agreement to the County.

CCBHS Smoke Free Lung Health Program Outcomes Over 5 Years

- 10,500 tobacco cessation-counseling interventions in Cook County hospitals and 78,000 tobacco cessation counseling interventions in Cook County clinics or other community sites.
- 15,000 new contacts by Cook County residents to the Illinois Quitline and subsidized nicotine replacement therapy for 11,400 people, through the tobacco cessation media campaign.
- 13,000 smoking quits reported among program participants.
- Asthma self-management education to 3,260 individuals with 80% program completion rate.
- Improved self-management skills, environmental changes or avoidance of asthma triggers and demonstrated decrease in asthma severity among program participants.
- Decreased hospitalizations and emergency department visits for asthma by 50% among program participants.

Program Implementation

The Smoke Free Lung Health Steering Committee will oversee the program. The physician leadership team from Stroger Hospital will direct the Steering Committee and provide organization, supervision, technical expertise and evaluation support to the program. The Respiratory Health Association of Metropolitan Chicago (RHAMC) will employ all program staff and assist with their training and supervision. RHAMC will conduct the media campaign. Thirteen Tobacco and Asthma Health Educator staff will be hired and trained in phases over the first 18 months of the program. The media campaign will be conducted in Year 1 and Year 2.

This new contract will supersede a previous three-year Contract Number 06-41-750 with American Lung Association of Metropolitan Chicago, Chicago, Illinois as authorized by the County Board on September 7, 2006. See related item number _____.

The totals for each of five years summarized below include personnel and non-personnel costs, e.g. purchase of nicotine replacement starter packs, etc.

Estimated Fiscal Impact: \$6,050,504.00:

	<u>Direct</u>	<u>Indirect</u>	<u>Total</u>
1 st Year:	\$1,442,151.00	\$ 50,375.00	\$1,492,526.00
2 nd Year:	\$ 949,608.00	\$ 94,961.00	\$1,044,569.00
3 rd Year:	\$1,027,097.00	\$102,710.00	\$1,129,807.00
4 th Year:	\$1,063,846.00	\$106,385.00	\$1,170,231.00
5 th Year:	<u>\$1,103,065.00</u>	<u>\$110,307.00</u>	<u>\$1,213,372.00</u>
Total	\$5,585,767.00	\$464,738.00	\$6,050,505.00

Contract Period: March 6, 2008 thru March 5, 2013
Account Number: 890-298
Requisition No.: 88900037

Approval of this item would commit Fiscal Year 2008 and future year funds.

Sincerely,


David R. Small, FACHE
Chief Operating Officer
Cook County Bureau of Health Services

DRS/MMH

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008

COM _____

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David R. Small, FACHE
Chief Operating Officer
Cook County Bureau of Health Services

DRS/MMH

APPROVED AS AMENDED
BY THE BOARD OF COOK COUNTY COMMISSIONERS

MAR 18 2008

COM _____

Smoke Free Lung Health Programs for Improvement of Tobacco and Asthma Outcomes in Cook County

The Cook County Bureau of Health Services (CCBHS), represented by physician leaders at Stroger Hospital, will partner with the Respiratory Health Association of Metropolitan Chicago (RHAMC) to implement a Tobacco Program and an Asthma Program to improve health outcomes for residents of Cook County.

CCBHS Physician Leadership (Drs. Smith, Sadowski, Goldberg, Ojeilo) will direct the use of “Lung Health Funds” totaling \$6,959,412 to execute the 5-year plans outlined below, in partnership with RHAMC. As Chicago’s lung health leader since 1906, RHAMC is a natural partner for this project. RHAMC has been actively fighting the asthma and tobacco epidemics within metropolitan Chicago through a wide range of programmatic efforts. In the area of tobacco, RHAMC has been a leader in the delivery of tobacco cessation services in the community and training of individuals to deliver tobacco cessation. RHAMC is currently leading a collaborative effort with the Chicago Department of Public Health, Northwestern Memorial Hospital and the Smoking Cessation Leadership Center, among many other local community based organizations and medical institutions, to increase cessation services within metropolitan Chicago. In the area of asthma, RHAMC staff participates in or leads numerous local initiatives and projects including: *Addressing Asthma in Englewood*; *Controlling Pediatric Asthma through Collaboration and Education*; *Stakeholders Collaboration to Improve Student Health*; the *Illinois Asthma Partnership*; and the *Asthma and Obesity in Latino Schools Project*. RHAMC staff has also recently spearheaded the development of a teen asthma program targeting urban areas.

Tobacco Program Overview

Background

An estimated 690,000 adults over 24 years of age smoke cigarettes in Cook County, with increased rates of smokers among individuals in the lowest socio-economic strata.

There is a wealth of research indicating that cessation programs directed at smokers in (a) in-patient, (b) out-patient, and (c) community settings are effective. These programs reduce smoking-related morbidity and mortality and are very cost-effective.

Goal

To promote smoking cessation in Cook County by disseminating best practices for cessation in Bureau clinical settings and in high burden, low-income communities.

Program Services

In-Patient Intervention

- The program will integrate Tobacco Health Educators into inpatient clinical care Bureau-wide, generating an estimated 10,500 hospital-based counseling contacts over 5 years.
- In-patients willing to quit smoking will receive bedside relapse prevention counseling.
- The Illinois Quitline will provide telephone follow-up at 2, 7, 21, and 90 days post-discharge.

Out-Patient Intervention

- The program will integrate Tobacco Health Educators into outpatient clinical care areas CCBHS-wide and with targeted community partners, generating an estimated 78,000 clinic/community-based contacts over 5 years.
- Tobacco Health Educators will provide individual counseling; identify accessible, appropriate follow-up options for those willing to quit; and prompt clinical staff regarding pharmacotherapy.
- The Health Educators will provide group behavioral support and face-to-face or telephone follow-up of pharmacotherapy. The Illinois Quitline will provide telephone follow-up behavioral support.

Community-based Intervention and Media Campaign

- The media campaign will target smokers in low-income communities to contact the Illinois Quitline and receive subsidized nicotine replacement therapy. The program will generate an estimated 15,000 new contacts with the Illinois Quitline and subsidize nicotine replacement therapy for 11,400.

Implementation

- The Smoke Free Lung Health Steering Committee will oversee the program. The Respiratory Health Association of Metropolitan Chicago (RHAMC) will assist with the hiring and training of program staff.
- Physician Leadership from Stroger Hospital will direct the Steering Committee, provide organization, supervision, technical expertise and evaluation support to the program.
- The in-patient and out-patient staff will be phased in over two years; hiring five Health Educators in Year 1 and two more health educators in Year 2. The Quitline staff will be trained to implement the in-patient protocol in Year 1.
- Written and web-based materials will inform patients and staff about the clinical services.
- There will be a coordinated media campaign for the community program in Year 1 and Year 2.

Program Outcomes

- This program will provide an estimated 103,500 contacts with smokers across the three interventions. While some smokers will be served repeatedly, we will intervene with 10% (69,000) of smokers in Cook County.
- The program will result in an estimated 13,000 self-reported 6-month quits among participants.
- Among CCBHS patients, there will be a decrease over time in the smoking rate and an increase in the proportion of smokers who are (a) light smokers, (b) willing to quit, (c) who report a 24-hour quit attempt, and (d) who report being advised to quit smoking by CCBHS providers. There will be an increase in smokers who use an aid to cessation (telephone or group counseling and/or medication).

Asthma Program Overview

Background

The rates of asthma and hospitalizations due to asthma in Cook County and Illinois are reported as nearly double that of the national asthma rate, especially among African-American and Puerto Rican communities.

Previous national studies, including those in Cook County, have shown improved childhood asthma outcomes delivered by committed health care organizations and skilled Community Health Workers.

Goal

To improve asthma outcomes in children, youth and adults with asthma living in Cook County by using effective tools to improve asthma self-management skills.

Program Services

- The program will provide services to 3,263 adults and children with asthma for 6 months.
- Providers at participating clinics, emergency departments, and community-based organizations will refer patients to the program.
- Community Health Workers will provide asthma self-management education and other program resources through face-to-face educational sessions (in a clinic or community center or in the participant's home) and telephone contacts.

Implementation

- The Smoke Free Lung Health Steering Committee will oversee the program. The Respiratory Health Association of Metropolitan Chicago (RHAMC) will assist with the hiring and training of program staff.
- Physician leadership from Stroger Hospital will direct the Steering Committee, provide organization, supervision, technical expertise and evaluation support to the program.
- Prior to implementation, key community stakeholders will participate in planning, program implementation and evaluation.
- Implementation will be staggered over 5 years; lessons learned from initial implementation will be integrated in the subsequent sites.

Phase one: CCBHS adult and pediatric asthma clinics in Year 1

Phase two: Four additional community sites, staggered over Year 2, for total of 5 sites in Years 3-5.

- Two of the community sites will be areas that are predominately African-American (Englewood, Woodlawn, or Austin). Two of the community sites will be in areas that are largely Hispanic population (Pilsen/Little Village, Humboldt Park, Logan Square).

Program Outcomes

- Program services delivered to 3,263 adults and children with an 80% completion rate.
- Improved self management skills and demonstrated decrease in asthma severity.
- Improved environmental changes or avoidance of asthma triggers.
- Decrease hospitalizations and ED visits for asthma by 50% during program period.

INDEX

EXECUTION FORMS

<u>Description</u>	<u>Page</u>
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MBE/WBE GOALS AND SUBMITTALS	EF-5/8a
CORPORATION, SIGNATURE PAGE	EF-11
COOK COUNTY ACCEPTANCE AND EXECUTION	EF-12

THE TERMS "CONTRACTOR" AND "CONTRACT" ARE USED THROUGHOUT THESE EXECUTION FORMS. HOWEVER, THE SOLE PROPRIETOR, PARTNERSHIP, JOINT VENTURE, OR CORPORATION COMPLETING THESE EXECUTION FORMS (REFERRED TO IN THIS PARAGRAPH AS "VENDOR")

UNDERSTANDS AND ACKNOWLEDGES THAT NO CONTRACT IS CREATED WITH COOK COUNTY, AND VENDOR IS NOT A CONTRACTOR OF COOK COUNTY, WITH RESPECT TO THIS CONTRACT, UNTIL THE DATE UPON WHICH THE DESIGNATED COUNTY OFFICIALS EXECUTE THIS CONTRACT BY COMPLETING THIS PAGE ENTITLED "COUNTY ACCEPTANCE AND EXECUTION" AT PAGE EF-12.

CONTRACTOR CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IN THE EVENT THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

A. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-7.1.

Chapter 10, Section 10-7.1. of the Ordinances and Resolutions of the County of Cook provide as follow:

10-7.1. - 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, if that person or business entity,

- (a) 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 or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted of an act committed, within the State of Illinois, 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.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois,
- (d) Has been convicted of an act committed, within the State of Illinois, 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.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois.
- (f) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois,

- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) 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,
- (h) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (f) above. (Ord. 7-2-79, p. 4213.)

THE UNDERSIGNED HEREBY CERTIFIES THAT:

- (1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h) of the Ordinances and Resolutions of the County of Cook;
- (2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (h);
- (3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h);
- (4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (h).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is not 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

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/3), as applicable,

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE CHAPTER 25, SECTION 25-76 (adopted March 16, 1993)

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.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105),

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. LIVING WAGE ORDINANCE (as amended December 1, 2004) The Cook County Living Wage Ordinance, as amended, mandates that a minimum hourly wage be paid to individuals employed under contracts between Cook County and any person or entity, or subcontractor of such person or entity, awarded a contract by Cook County.

In 2005, "Living Wage" means a minimum wage of no less than \$9.43 per hour if employee health benefits are provided, or \$11.78 per hour without health benefits. The employee health benefit contribution shall not exceed 25% of the health insurance premium. As of January 1, 2006, and each January 1 thereafter, the Living Wage shall be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the United States Department of Health and Human Services, to constitute the following: there will be an annual adjustment calculated as 100% of the federal poverty line for a family of four (as defined by the U.S. Department of Health and Human Services) with health benefits and 125% of the federal poverty line for a family of four without health benefits.

"Contract" means any written agreement requiring board approval whereby the County is committed to expend or does expend funds in connection with any contract or subcontract which requires in the performance thereof the employment of any number of full time non-county employees, including, but not limited to, the following classifications: cashier, clerical, custodial, day laborer, elevator operator, home and health care, laundry, leased employee, parking attendant, and security guard. The term "Contract" shall not include contracts with Not-For-Profit Organizations, Community Development Block Grants, President's Office of Employment Training, Sheriff's Work Alternative Program, or Department of Correction inmates.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

H. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)

Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to 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.

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

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

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

Home Phone#: _____

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

I. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1995)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the 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.

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

J. COOK COUNTY ETHICS ORDINANCE, ARTICLE II: CODE OF CONDUCT (Ordinance No. 04-O-18, as amended May 18, 2004)

The Cook County Code of Conduct , as amended, establishes a code of ethical conduct for the officers and employees of Cook County and, as applicable, persons who have or seek to do business with the County.

THE UNDERSIGNED HEREBY CERTIFIES BY SIGNING THE EXECUTION FORM HEREIN THAT: it is in compliance with the provisions of the Code of Conduct, is in agreement to abide by such provisions as a part of its contractual obligations and is cognizant that Ordinance 04-O-18 also contains the following provision in Article V:

5.3 Validity of Contract

Any contract negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the County.

K. ILLINOIS PREVAILING WAGE ACT

In accordance with Public Act 83-443, (Amended by P.A. 93-15 and 93-16) (Illinois Compiled Statute, 820 ILCS 130/9) and as applicable under 820 ILCS 130/1 et seq.,

THE UNDERSIGNED CERTIFIES BY SIGNING THE EXECUTION FORM, HEREIN THAT: it is in compliance with the Act and is in agreement to abide by the prevailing wages established for Cook County.

MINORITY AND WOMEN BUSINESS ENTERPRISE GOALS

REQUIRED SUBMITTALS

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and agreements to certified MBEs and WBEs.

B. A contractor may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBES; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. Required Submittals

To be considered responsive to the requirements of the Ordinance, a contractor shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and to be rejected.

A. MBE/WBE Participation Documentation

Each contractor shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1.) A summary plan identifying all firms intended to be used to fulfill the goals; the MBE or WBE status of each firm; the name, address, and phone number of the contact person for each MBE/WBE firm; the dollar value of the goods or services to be provided by MBE and WBE firm; and the dollar value for each expressed as a percentage of the total value of the proposed contract. (See Exhibit I)

2.) A Letter of Intent for each MBE/WBE containing specific information regarding the goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services; and the original signatures of the appropriate officer of both the contractor and of the MBE/WBE firm. (A sample form is attached as Exhibit II.)

3.) Current letters of certification for each MBE and WBE firm. Acceptable certifying agencies are: Cook County, City of Chicago, CTA, Pace, Metra, IDOT, WBDC, CMBDC, SBA.

B. Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how it intends to maximize the use of its minority and women professional in the course of performing the contract.

C. Affirmative Action Plan

Each contractor shall submit a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating that no plan exists. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions concerning this portion of the Execution Forms should be directed to:

Ms. Betty Hancock Perry
Administrator

Cook County Office of Contract Compliance
118 N. Clark Street Room 1020
Chicago, Illinois 60602
(312)603-5502

EXHIBIT I CONTRACTOR'S MBE/WBE EFFORTS DOCUMENTATION

CONTRACTOR HEREBY STATES that all MBE/WBE firms identified herein are certified MBEs/WBEs by at least one of the following entities: Cook County, City of Chicago, CTA, PACE, Metra, IDOT, WBDC, CWMBDC, SBA or have a completed application for MBE/WBE certification on file with the Office of Contract Compliance.

I. CONTRACTOR'S MBE/WBE STATUS: (check the appropriate line)

Contractor is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

Contractor is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, Letters of Certification, completed Joint Venture Affidavit clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture) (Joint Venture Affidavit available from the Office of Contract Compliance)

Contractor 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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

Letter(s) of Intent attached? Yes _____ No _____

Letters(s) of Certification attached? Yes _____ No _____

III. Indirect Participation of MBE/WBE Firms

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar amount of indirect participation: \$ _____

Percent amount of indirect participation: _____

Letter(s) of Intent/Invoices attached? Yes _____ No _____

Letter(s) of Certification attached? Yes _____ No _____

participation. Attach additional sheets as needed to fully document MBE/WBE

EXHIBIT II

COOK COUNTY LETTER OF INTENT

(FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT)

Contract Title & Number: _____

From: _____ (Name of MBE/WBE Firm)

To: _____ and the County of Cook
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Each item supplied or service performed will be detailed under Fee/Cost with all items/services totaled to equal the full dollar amount of the Letter of Intent. *All services performed or supplies provided must be either directly or indirectly related to this specific Cook County contract and must not include any services or supplies relating to any other governmental entity's contracts.*

<u>Description of Service/Supply</u>	<u>Fee/Cost</u>
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
5. _____	\$ _____ %
	Total: \$ _____ %

If more space is needed to fully describe the MBE/WBE firm's description of service/supply and/or fee/cost, attach additional sheets.

THE UNDERSIGNED PARTIES AGREE to enter into a formal written agreement for the above work conditioned upon the Prime Contractor's execution of the above referenced contract with the County of Cook and will do so within (30) thirty working days of the Prime Contractor's receipt of a signed contract from the County of Cook. *The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.*

Upon Penalty of perjury, I _____ (print name)

the _____ (title) and duly authorized representative of the

MBE and/or WBE _____ (firm name) affirm that all of the foregoing information is true and correct and that the products/services indicated above will be supplied/performed for the above indicated dollar amount of \$ _____ which represents the above indicated percentage of _____ % of this contract bid amount of \$ _____.

_____/_____/_____
(Signature of affiant) (Date)

Subscribed and sworn to before me this _____ day of _____, 200__.

(Notary's Signature) (Notary Seal)

Upon Penalty of perjury, I _____ (print name)

The _____ (title) and duly authorized representative of the Prime Contractor _____ (firm name) affirm that all of the foregoing information is true and correct and the products/services indicated above will be purchased and paid for in the above indicated dollar amount of \$ _____ which represents the above indicated percentage of _____ % of this contract bid amount of \$ _____.

(Signature of affiant)

_____/_____/_____
(Date)

Subscribed and sworn to before me this _____ day of _____, 200__.

(Notary's Signature)

(Notary Seal)



RESPIRATORY HEALTH ASSOCIATIONSM
of Metropolitan Chicago

1440 W. Washington Blvd., Chicago, IL 60607-1878 Phone: (312) 243-2000 Fax: (312) 243-3954 www.lungchicago.org

Via email: sharober@cookcountygov.com

February 25, 2008

Ms. Sharla Roberts
Cook County Office of Contract Compliance
118 North Clark Street
Chicago, IL 60602

Re: Respiratory Health Association of Metropolitan Chicago

Dear Ms. Roberts:

This is to confirm our telephone conversation concerning Respiratory Health Association of Metropolitan Chicago's pending five-year contract with Cook County to assist the County with certain specified services regarding tobacco control and asthma.

Our contract is subject to the direction of a medical steering committee of the County Health Bureau and John H. Stroger, Jr. Hospital, which will release certain tasks to be performed over the five-year term of the agreement. As of the time of contract execution, which is projected to be March 6, 2008, the first task authorized for performance is a media campaign under the oversight of the County Health Bureau (approximately \$300,000).

This will confirm that we have engaged Adimpact (Jorge Ramirez, President) to conduct the above-referenced media campaign. We understand Adimpact is a Cook County-certified MBE contractor and that its work as a part of this contract meets the definition of minority business contracting. As additional tasks are authorized by the Steering Committee, we will continue to seek out MBE and WBE vendors to perform work, and we will supplement this submission from time to time as additional tasks are released and we identify MBE/WBE vendors whom we can engage to work on those tasks.

Please note that a portion of the five-year agreement is restricted to the hiring of personnel to work on specific tobacco control and asthma projects at the direction of the steering committee. As such, a portion of the contract funds is restricted to the payment of salary and benefits to those personnel. Although we very likely will hire women and minorities in fulfillment of those staffing requirements, we understand that the direct employment of a woman or a minority does not meet the County's traditional definition of contracting with a WBE or MBE.

We welcome the opportunity to be of service to Cook County and the County Health Bureau.

Sincerely,

Joel J. Africk
President and Chief Executive Officer

Douglas A. Graham, Esq.
Board Chair

Joan D. Boomsma, MD, MBA
Chair-Elect

Lewis J. Smith, MD
Vice Chair

Steven L. Victor
Treasurer

David B. Yelin, Esq.
Secretary

Manuel P.A. Claudio, MD
Past Board Chair

Joel J. Africk
President and
Chief Executive Officer

Formerly known as:

American Lung Association
of Metropolitan Chicago*
(1993-2007)

Chicago Lung Association
(1972-1993)

Tuberculosis Institute of
Chicago and Cook County
(1937-1972)

Chicago Tuberculosis Institute
(1906-1937)

*Respiratory Health Association
of Metropolitan Chicago is not
affiliated with American Lung
Association.

EXECUTION BY A NON-PROFIT CORPORATION

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract by the Cook County Board of Commissioners, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Respiratory Health Association of Metropolitan Chicago

BUSINESS ADDRESS: 1440 West Washington Blvd., Chicago, IL 60607

BUSINESS TELEPHONE: 312-243-2000 FAX NUMBER: 312-243-3954

CONTACT PERSON: Joel J. Africk, President and CEO

FEIN: 362222687 IL CORPORATE FILE NUMBER: _____

(If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.)

*COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY: (Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.) COMPLETE ONE:

a. _____ NO COOK COUNTY REAL ESTATE OWNED

OR

b. PERMANENT INDEX NUMBER(S): 17-08-327-007-0000 17-08-327-045-0000 17-08-327-046-0000

(Attach sheet if necessary to list additional index numbers).

LIST ALL CORPORATE OFFICERS:

Board Chair: Douglas A. Graham Vice Chair: Lewis J. Smith

Chair-Elect: Joan D. Boomsma

Secretary: David B. Yelin Treasurer: Steven Victor

SIGNATURE OF PRESIDENT: X

Print Signatory's Name Here: Joel J. Africk

(In the event that this Agreement by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization authorizing the signatory to execute on behalf of the corporation.)

ATTEST: X David B. Yelin (CORPORATE SECRETARY)

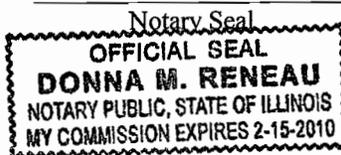
Print Signatory's Name Here: David B. Yelin Affix Corporate Seal :

Subscribed and Sworn to before me this 20 day of February, 2008.

X Donna M. Reneau
Notary Public Signature

My commission expires:

2-15-2010



SS7.22

COOK COUNTY ACCEPTANCE AND EXECUTION

The undersigned on behalf of the County of Cook, a body politic and corporate of the State of Illinois, hereby enter into and accept the foregoing Contract identified as Contract Number

08-41-215.

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

TOTAL AMOUNT OF CONTRACT: \$ 6,050,505⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

DATED AT CHICAGO, ILLINOIS THIS 18th DAY
OF March, 2008.



PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS



COOK COUNTY PURCHASING AGENT



COOK COUNTY COMPTROLLER

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 07 2008

APPROVED AS TO FORM



ASSISTANT STATE'S ATTORNEY

COM _____



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CORPORATION FILE DETAIL REPORT

Entity Name	RESPIRATORY HEALTH ASSOCIATION OF METROPOLITAN CHICAGO	File Number	09863362
Status	GOODSTANDING		
Entity Type	CORPORATION	Type of Corp	NOT-FOR-PROFIT
Incorporation Date (Domestic)	03/17/1906	State	ILLINOIS
Agent Name	JOEL J AFRICK	Agent Change Date	04/07/2003
Agent Street Address	1440 WEST WASHINGTON BLVD	President Name & Address	
Agent City	CHICAGO	Secretary Name & Address	
Agent Zip	60607	Duration Date	PERPETUAL
Annual Report Filing Date	02/27/2008	For Year	2008
Assumed Name	INACTIVE - MIDWEST ENVIRONMENTAL AND INDUSTRIAL HEALTH TRAINING CENTER ACTIVE - RESPIRATORY HEALTH ASSOCIATION OF ILLINOIS ACTIVE - RESPIRATORY HEALTH ASSOCIATION OF AMERICA ACTIVE - AMERICAN LUNG ASSOCIATION OF METROPOLITAN CHICAGO		
Old Corp Name	07/15/1993 - CHICAGO LUNG ASSOCIATION 07/01/2007 - AMERICAN LUNG ASSOCIATION OF METROPOLITAN CHICAGO		

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